

**MEMORANDUM OF
UNDERSTANDING
BETWEEN
THE GOVERNMENT OF NEPAL
AND
THE GOVERNMENT OF THE
REPUBLIC OF MAURITIUS
ON THE RECRUITMENT
AND EMPLOYMENT
OF WORKERS FROM NEPAL**

THE GOVERNMENT OF NEPAL and THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS (hereinafter referred to singularly as "the Party" and collectively as "the Parties");

BELIEVING that the employment of workers from Nepal in the Republic of Mauritius shall be an area of cooperation which is mutually beneficial to the Parties and secures the rights of both Workers and Employers pursuant to the prevailing laws of both countries; and

REALISING the need to establish a framework to facilitate the recruitment, employment, protection and welfare of workers from Nepal in accordance with the domestic laws, rules, regulations, national policies and directives of each Party and within the limits of its competencies, jurisdiction and available resources,

HAVE reached an understanding as follows:

ARTICLE 1 DEFINITION

1. For the purposes of this Memorandum of Understanding (hereinafter referred to as "MOU"):

"contract of employment" means the contract of employment entered into between an employer and a worker as set out in Appendix A;

"employer" means a company incorporated under the laws of the Republic of Mauritius or any other person in Mauritius providing employment to a worker in accordance with the laws of Mauritius;

"worker" means any citizen of Nepal who is recruited for employment in Mauritius for a specified period of time under a contract of employment, but does not include domestic workers as defined in the Mauritian Domestic Workers (Remuneration) Regulations 2010.

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“Nepali recruitment agency” or **“NRA”** means a recruitment agency in Nepal which is licensed by the Government of Nepal under the relevant laws of Nepal for the purpose of recruiting Workers;

“MLIRET” means the Ministry of Labour, Industrial Relations, Employment and Training of the Republic of Mauritius; and

“MOLESS” means the Ministry of Labour, Employment and Social Security of Nepal

2. Words and expressions in the singular include the plural, and words and expressions in the plural, include the singular.

ARTICLE 2 OBJECTIVE

The objective of this MOU is to establish a framework relating to the recruitment and employment (including repatriation) of the Worker and to protect the rights and welfare of both the Worker and the Employer.

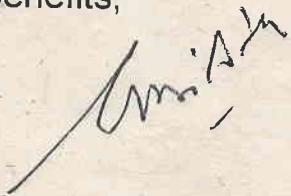
ARTICLE 3 DESIGNATED AUTHORITY

The designated authority responsible for the implementation of this MOU on behalf of the Government of Nepal will be the MOLESS and on behalf of the Government of the Republic of Mauritius will be the MLIRET.

ARTICLE 4 AREAS OF COOPERATION

The Parties endeavour to:

- i. regulate the deployment of the Worker in accordance with the principles of transparency, ethical recruitment, fairness and mutuality of benefits;



- ii. control and regulate costs related to the recruitment and employment of the Worker and take effective legal measures when Workers are charged beyond what is legally stipulated by the Parties;
- iii. exchange updated information on the licensing status of NRAs;
- iv. cooperate to address issues of irregular and/or illegal recruitment of Workers as well as matters relating to the trafficking in persons and forced labour;
- v. cooperate to implement this MOU and attempt to resolve any issue that may arise during its implementation and enforcement; and
- vi. cooperate on other areas of relevant technical and human resource development, as agreed by the Parties, by using information technology, exchanging information and continuing studies in the area of labour.

ARTICLE 5 IMPLEMENTATION

The Parties agree that the recruitment and employment (including repatriation) of the Worker and the protection of the rights of both the Worker and Employer shall be conducted in accordance with the domestic laws, rules, regulations, national policies and directives of each Party and the terms of this MOU, where applicable.

ARTICLE 6 CONTRACT OF EMPLOYMENT

1. The Worker and the Employer shall comply with all Mauritian laws, rules, regulations, national policies and directives relating to employment in Mauritius during the whole duration of the employment. The terms and conditions of employment are set out in Appendix A.

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2. Any amendments to the terms and conditions of the Contract of Employment that are introduced by the Joint Working Group in favor of the Worker shall be implemented without prejudice to the rights of either Worker or Employer as provided for in the contract in force at the time of commencement of the amendments.
3. In the event of closure or cease of business or winding up, the Worker may have the opportunity to take up employment with another Employer, upon the approval of the relevant authorities and subject to laws applicable in Mauritius.
4. The Worker may, subject to the law applicable in Mauritius, have an opportunity to take up employment with another Employer, in case of exploitation, abuse, or physical or mental harassment.
5. In the events described in clauses (3) and (4), the Worker shall also have the right to return to Nepal if he/she so desires. In such case, the Employer shall bear all associated costs.

ARTICLE 7

RECRUITMENT, SAFETY AND SECURITY OF WORKERS

1. The **GOVERNMENT OF NEPAL** shall ensure that the Worker who is selected for employment by the Employer fulfils the following conditions prior to his/her departure from Nepal:
 - (i) has attained the age of 20 years and is not above the age of 60 years;
 - (ii) possesses the required qualifications and skills specified by the Employer;
 - (iii) fully understands the terms and conditions of the Contract of Employment;

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- (iv) has successfully completed the pre-departure orientation in Nepal that equips the Worker with basic knowledge of Mauritian culture, social practices and relevant laws;
- (v) is not charged any fees by recruitment agencies in Nepal other than those specified by the Government of Nepal;
- (vi) meets the requirements of Mauritian immigration laws, rules, regulations, policies and directives;
- (vii) is fit and proper and of good character (has a clean record);
- (viii) meets the Mauritian medical requirements for foreign Workers; and
- (ix) complies with any other requirements as may be determined by the Government of the Republic of Mauritius from time to time and as duly informed through diplomatic channel to the Government of Nepal.

2. The **GOVERNMENT OF THE REPUBLIC OF MAURITIUS** shall, subject to the laws, rules, regulations and policies applicable in Mauritius:

- (i) Take appropriate action to ensure the enforcement and implementation of the Contract of Employment;
- (ii) Ensure that the Worker is paid no less than the minimum wage provided to the Mauritian national;
- (iii) Pursuant to its laws uphold the rights of the Worker in Mauritius and ensure equal and fair treatment to the Worker compared to Mauritian nationals regarding wages, overtime, working conditions and access to justice;

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- (iv) Ensure that the Demand Letter and Contract of Employment of the Worker shall indicate the job specifications, types of jobs for which recruitment is proposed as well as the terms and conditions of employment offered including wages, and other benefits, accommodation and transportation when applicable, and any other details required by the Government of the Republic of Mauritius;
- (v) Ensure that the Employer directly recruits the Workers through Nepali Recruitment Agencies without the involvement of Mauritian Recruitment Agencies ;
- (vi) Ensure that the costs to be incurred including but not limited to, travel expenses, insurance, medical expenses, work permit/ labour card fees, service fees paid to the Nepali Recruitment Agency and other processes related to the recruitment of the Worker in Mauritius are borne by the Employer;
- (vii) Ensure safety, security and welfare of the Worker, with due consideration to the special characteristics of the female Worker;
- (viii) Establish proper mechanisms to monitor timely payment of wages and other benefits;
- (ix) Ensure that the Worker shall have the right to remit their income through official channels to Nepal, at their discretion, in accordance with and subject to financial and other relevant regulations of Mauritius;
- (x) Ensure that the Worker is not subject to any form of harassment, abuse, forced labour, unlawful holding of passports, restriction of movement and restriction of communication with their families and the Diplomatic Mission of Nepal accredited to Mauritius; and
- (xi) Facilitate the expeditious repatriation of the remains of the Worker who dies in Mauritius along with the timely settlement of due salary, allowances, personal belongings and compensation.

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ARTICLE 8
RESPONSIBILITIES OF CONTRACTUAL PARTIES

1. The Parties agree that the responsibilities of the Employer, the Worker, and the NRA for the purposes of the implementation of this MOU shall be in accordance with Appendix B.
2. The Parties shall, within their respective jurisdiction, take appropriate action against the Employer, the NRA or the Worker contravening any provision of each Party's laws and regulations.

Article 9
DISPUTE RESOLUTION

In case of dispute between the Employer and the Worker, a complaint shall be filed with the relevant authority.

If no amicable settlement is reached within three weeks, the Worker or the Employer may refer the complaint to the competent judicial authorities. The Parties shall, subject to their respective legislation, ensure access of the Worker to legal assistance including free legal representation and translation services. In addition, where a Worker has filed a complaint against his Employer, the Mauritian authorities may, where deemed necessary make arrangements for him to have a temporary visa to legally reside and work in Mauritius until the settlement of the dispute.

ARTICLE 10
JOINT WORKING GROUP

1. The Parties shall form a Joint Working Group comprising of at least two officials of the relevant authorities of each Party with the following responsibilities:

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- (i) Coordinate between the Parties for taking necessary measures for effective implementation and monitoring of the MOU;
 - (ii) Recommend amendments to the MOU as needed;
 - (iii) Jointly determine insurance coverage amount and other key items related to the recruitment, employment and repatriation of the Worker and review them periodically as needed;
 - (iv) Exchange information, expertise, research and studies and conduct joint projects pertaining to the development of technical education, mutual skills recognition, vocational training, and counselling for Worker; and
 - (v) Make necessary recommendations to resolve disputes arising from the interpretation and implementation of the provisions of this MOU as needed.
2. The Joint Working Group shall meet at least once a year or as needed on a date specified through diplomatic channels.
 3. Expenses for organizing the meetings of the working group shall be borne by the Party hosting the meetings. The Party, which is sending its representatives for participation in the meetings of the working group, shall bear their own travel and living expenses.

ARTICLE 11

EFFECTIVENESS, VALIDITY, AMENDMENT AND SUSPENSION

1. This MOU shall enter into force on the date of signing by the Parties. It shall remain effective for a period of four years and automatically renewed for another period of four years unless either Party decides to terminate the MOU which shall be communicated to the other party through diplomatic channels three months in advance.
2. Either Party may request in writing a revision, modification or amendment of all or any part of this MOU. Any revision, modification

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or amendment agreed to by the Parties shall be in writing and shall form an integral part of this MOU.

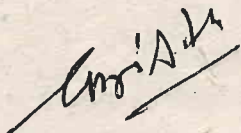
3. The Parties reserve their right to suspend the implementation of this MOU, in whole or in part, for reasons of national security, public order or public health, by giving three months advance notification of the suspension to the other Party through diplomatic channels.
4. Any dispute between the Parties arising out of the interpretation or implementation of this MOU shall be settled amicably by consultation or negotiations between the parties through diplomatic channels without reference to any third party.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this MOU.

DONE at Geneva, on 15 June 2014 in two (2) originals in English languages.

FOR THE GOVERNMENT OF NEPAL

**FOR THE GOVERNMENT OF THE
REPUBLIC OF MAURITIUS**



.....
(GOKARNA BISTA)
**Minister of Labour, Employment
and Social Security**



.....
(SOODESH S. CALLICHURN)
**Minister of Labour, Industrial Relations,
Employment and Training**

CONTRACT OF EMPLOYMENT

This **CONTRACT OF EMPLOYMENT** is made on this day month of20between.....(hereinafter referred to as "the Employer") on theone part and Mr./Ms....., a Nepali national bearer of Passport No..... (hereinafter referred, to as "the Worker") on the other part.

Whereas, the Employer desires to employ the Worker in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Mauritius; and

Whereas, the Worker desires to be employed by the Employer in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Mauritius;

Therefore,

IT IS HEREBY AGREED as follows:

1. Duration of this Contract of Employment

The duration of this Contract of Employment shall be for a periodyears as from the date of arrival of the Worker in Mauritius on/...../.....,subject to the approval of the Work Permit by the Government of Mauritius.

2. Type of Work

The Worker shall be employed aswith in sector.

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3. Wages

3.1 The Worker shall receive a basic wage of Rupees..... Monthly (excluding allowances and overtime).

3.2 Wages shall be paid by the Employer on a monthly basis through the Worker's bank account and not later than the time limit prescribed in the relevant labour legislation.

4. Working Hours

Normal working hours shall be in accordance with the provisions of the relevant labour legislation in Mauritius.

5. Overtime

Overtime will be paid in accordance with the provisions of the relevant labour legislation in Mauritius.

6. Leave

6.1. Weekly Rest Day

The Worker shall be entitled to a rest day in every period of 7 consecutive days. In the event that the Worker agrees to work on such rest day, the Worker shall be paid in accordance with the Employment Rights Act 2008 or in accordance with the provisions of the relevant labour legislation in Mauritius.

6.2. Annual leave

The Worker shall be entitled to paid annual leave in accordance with the Employment Rights Act 2008 or in

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accordance with the provisions of the relevant labour legislation in Mauritius.

6.3. Sick leave

The Worker shall be entitled to paid sick leave in accordance with the Employment Rights Act 2008 or in accordance with the provisions of the relevant labour legislation in Mauritius.

6.4. Special Leave

The Employer upon application from the Worker may grant leave in case of personal emergencies including death of close family member of the Worker, in accordance with the provisions of the relevant labour legislation in Mauritius.

6.5. Public Holiday

The Worker shall be entitled to Public Holidays in accordance with the relevant laws in Mauritius. In the event the Worker agrees to work on a Public Holiday, the Worker shall be paid in accordance with the Employment Rights Act 2008 or in accordance with the provisions of the relevant labour legislation in Mauritius.

7. Medical and Accident Insurance

The Worker shall be insured as provided by the laws of Mauritius.

The Employer shall allow the Worker access to medical facilities and to rest until recovery. Payment of appropriate compensations or salary will be made as per the prevailing legislation.

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8. Deductions

The Employer is entitled to make deduction for not more than 15 percent in a month from the Worker's wages in the event of any monetary advance in accordance with the labour legislation in Mauritius.

9. Accommodation and Food

The Employer shall provide the Worker decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health. Free transport to and from the place of the Worker's residence to the place of employment shall be provided by the Employer.

The Employer shall provide the Worker decent food of reasonable quantity and quality. Food allowances may also be provided according to the terms and conditions of national laws.

10. Renewal of Permit

The Employer shall apply for renewal of the work permit of the Worker in a timely manner. All costs related to the issuance and renewal of work permit shall be borne by the Employer. Any penalty imposed due to the failure of the Employer to do so shall be borne solely by the Employer.

11. Travel Expenses

The travel expenses from Nepal to any agreed point of entry in Mauritius and the expenses from any agreed point of exit in Mauritius to Nepal shall be borne by the Employer upon completion of this Contract of Employment. (Except in cases provided in paragraph 12.2 under the heading repatriation)

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12. Repatriation

12.1 The repatriation cost of the Worker from their place of work to their original exit point in Nepal shall be borne by the employer under the following circumstances:

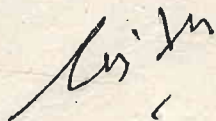
- (i) upon completion of this Contract of Employment;
- (ii) Termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Worker;
or
- (iii) Termination of this Contract of Employment due to non-compliance of the terms and conditions of this Contract of Employment by the Employer.

12.2 The Worker shall be responsible to bear related expenses under the Mauritian laws and expenses relating to repatriation for circumstances that are not mentioned in clause 12.1.

13. Repatriation in the case of death of the Worker

13.1 In the event of death of the Worker, the Employer shall bear the costs of repatriation of the dead body.

13.2 If the funeral takes place in Mauritius with the consent of the family of the deceased, the Employer shall bear the costs of the funeral and repatriation of the remains.



13.3 The Employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

14. Termination

14.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give written notice as stipulated under the Employment Rights Act 2008 in Mauritius.

14.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give written notice as stipulated under the Employment Rights Act 2008 in Mauritius.

14.3 Upon termination of the Contract of Employment, the Employer shall settle all dues related to the wages, other allowances, and all other benefits prescribed by law or the Contract of Employment, whichever is higher.

15. Restrictions

15.1 The Worker shall not participate in any political activities or activities of those connected with political organizations in Mauritius

15.2 The Worker shall not change employment during the period of this Contract of Employment and shall not carry out or do other business so long as the Employer fulfils the terms and conditions stipulated in the Contract of Employment.

15.3 If the Worker is found by the competent authority concerned engaged in any illegal, subversive or criminal activities, the employer may then take appropriate action in accordance with the provisions of the Employment Rights Act 2008 in Mauritius.

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16. Safekeeping of the Passport

16.1 The Employer shall not hold the passport and other identification documents of the Worker.

16.2 The Passport of the Worker shall be in his/her possession at all times.

17. Outstanding Wages

In the event the Worker is to be repatriated before the expiry of this Contract of Employment, for whatever cause the Employer shall pay all remuneration due to the Worker subject to the relevant laws, rules, regulations, national policies and directives relating to employment applicable in Mauritius.

18. End of Year Gratuity

The Employer shall pay to the worker upon expiry of his/her contract of employment, an End of Year Gratuity equivalent to one twelfth of his/her earnings for that year as per the Employment Rights Act 2008 in Mauritius. The Employer shall issue a certificate of employment upon the request of the Worker.

19. Amendment

The Employer and the Worker may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favourable to the Worker subject to relevant laws, rules, regulations, national policies and directives relating to employment applicable in Mauritius. A copy of the updated Contract of

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Employment shall be provided to and duly authenticated by the competent authority of Mauritius, prior to be in force.

20. Language of this Contract of Employment

This Contract of Employment shall be prepared in four (4) original texts, two (2) each in Nepali and English languages, and both texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

IN WITNESS WHEREOF the Parties hereto have signed this Contract of Employment on the day and year mentioned at the beginning of this Contract of Employment.

Employer's Signature,

Worker's Signature,

.....
Name:
NRIC No.:
Address:

Name:
Passport No.:
Emergency Contact No.
(of dependent)

Signature of Witness from Employer,

Signature of Witness from Worker

.....
Name:
Address:

.....
Name:
Address:

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APPENDIX B

RESPONSIBILITIES OF CONTRACTUAL PARTIES

Responsibilities of the Employer

1. The Employer shall directly recruit the Worker in Nepal through the authorized Nepali Recruitment Agency (NRA). The Employer is also responsible for obtaining the approval of the relevant authorities in Mauritius for that purpose.
2. The Employer shall provide the duly signed original copy of the Demand Letter and Contract of Employment to the Diplomatic Mission of Nepal accredited to Mauritius for attestation purposes. The said Contract of Employment shall be forwarded to the NRA in Nepal to be submitted to the Department of Foreign Employment (DOFE) for necessary approval. The Contract of Employment shall be in English and Nepali.
3. Based on the original copy of Contract of Employment vetted by the relevant authorities in Mauritius and attested by the Diplomatic Mission of Nepal accredited to Mauritius pursuant to Para 2, the Employer shall sign four (4) original texts of the Contract of Employment in Mauritius before the time of commencement of employment and provide all four (4) original texts to the Worker in Nepal for his/her signature. The Employer shall be provided with two (2) original signed texts, in both English and Nepali.
4. The Employer shall be responsible for bearing all costs and fees associated with the recruitment of the Worker, including but not limited to the following:
 - (a) Security deposits as required by the Government of Mauritius;

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- (b) Processing fees imposed by the Government of Mauritius;
 - (c) Medical examinations in Mauritius;
 - (d) Work Permit/Labour Card Fee (including renewal);
 - (e) Insurance of the Worker , subject to the laws of Mauritius;
 - (f) Round trip air-ticket; and
 - (g) Recruitment service fee as may be determined by the Nepali authorities.
5. The terms and conditions of the Contract of Employment must be clearly stated and must be fully explained, and understood by the Worker during selection exercise.
 6. The Employer may advance payment of wages, allowances and other benefits to the Worker as agreed between them. The Employer shall be allowed to deduct such advances from the Worker. However, such deduction shall not exceed 15 percent of the Worker's monthly wages.
 7. The Employer shall assist the Worker to open the bank account. The Employer shall ensure that the Worker shall be entitled to remit his/her earnings (salary, savings, and bonuses) through official channels to Nepal in any currency recognized by Mauritius in line with prevailing laws and regulations of Mauritius.
 8. The Employer shall be responsible to receive the Worker at the entry point in Mauritius upon arrival. In case the Employer fails to receive the Worker within six hours of arrival, he/she shall be liable to bear all the expenses incurred during the waiting period.
 9. The Employer shall report to the nearest competent authority and inform the Diplomatic Mission of Nepal accredited to Mauritius for consular assistance in the event of any injury or death of a Worker.

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5. The Worker shall only work for the Employer with whom he or she has signed the Contract of Employment.
6. The Worker shall not engage in any activities which is detrimental to Mauritius's national security, public safety, public order and public morality.

Responsibilities of the Nepali Recruitment Agency (NRA)

1. The NRA shall be responsible for the overall recruitment process including identification and selection of the Worker as per the Employer's specifications. The NRA should ensure that the selected workers are fit and proper as well as are of good character.
2. The NRA shall facilitate the Worker to obtain the necessary travel documents and to arrange for medical check-up at Government hospitals and medical centers approved by the Government of Nepal;
3. The NRA shall ensure that the Worker undergoes pre-departure orientation at the training center authorized by the Government of Nepal.
4. The NRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are explained clearly to the Worker prior to departure to Mauritius.
5. The NRA shall comply with the guidelines stipulated by both Governments for the purposes of recruiting / employing Workers.

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