

Memorandum of Understanding
Between
The Government of the Republic of India
And
The Government of the State of Kuwait
for cooperation
on the Recruitment of Domestic Workers

Preamble:

The Government of the Republic of India (hereinafter referred to as the Second Party) and the Government of the State of Kuwait (hereinafter referred to as the First Party), hereinafter collectively referred to as 'the Parties';

Bearing in mind the friendly and cooperative relation that exists between the two countries and their peoples;

Desiring to enhance cooperation on the recruitment and hiring of Domestic Workers (DWs) to promote mutual benefit, as outlined in the MoU, to secure the rights of both the domestic workers and the employers;

Recognizing the benefits to be desired by both countries from close cooperation in this field;

And pursuant to the prevailing laws and regulations in each of the two countries;

And since the Parties have initialed this MoU on 31/10/2018,

have reached the following understanding:

Article (1)

Objective of the MoU

This Memorandum of Understanding aims to protect the rights of both DWs and employers and regulate the contractual relationship between them.



Article (2)

Areas of Cooperation between the Parties

The Parties shall:

- 1- Agree that the term of DWs is intended for every male or female assigned to manual labour within private homes (and the like) to the benefit of individuals and in accordance with a written contract. This will include, but not be limited to workers in the field of cooking, cleaning, gardening, care for children, the aged, the sick and the disabled and driving vehicles;
- 2- Work on reducing the cost of recruitment of DWs in both countries;
- 3- Ensure the recruitment of DWs directly or through recruitment agencies, offices or companies licensed/registered by their respective governments in accordance with the specimen of the domestic workers' recruitment - contract approved under Kuwaiti law;
- 4- Grant contractual parties the right of recourses to competent authorities within a fixed time frame in case of contractual violation to be specified by both Parties in accordance with applicable law;
- 5- Take legal measures against recruitment and deployment agencies, offices or companies in case of violation of the law in both countries;
- 6- Ensure that the recruitment and deployment agencies, offices or companies in both countries shall not charge or deduct any cost attendant to his/her recruitment or impose any kind of unauthorized salary deductions from the salary of the DWs;
- 7- To work towards fostering harmony between the employer and the DWs based on mutual recognition of right to work with dignity and with their respective cultures.



Article (3)

Obligations of the First Party

- 1- Ensure that the recruitment and hiring of DWs under this Memorandum of Understanding shall be in accordance with the relevant laws, regulations and decisions in the host country;
- 2- Ensure that the welfare and right of DWs employed in the State of Kuwait are promoted and protected in accordance with laws, regulations and decisions in the host country;
- 3- Ensure the authenticity and implementation of the employment contract which shall provide the rights and obligations of both the employer and DWs in accordance with the relevant laws and regulations in the host country;
- 4- Endeavour to facilitate the expeditious settlement of DWs contract violation cases filed before the appropriate Kuwaiti authorities;
- 5- Facilitate the opening up of a bank account by the employer in the name of the DW for the deposit of their monthly salary as provided in the employment contract, in accordance with laws and regulations applicable in the State of Kuwait;
- 6- Endeavour to establish a mechanism, which shall provide 24 hours assistance to DWs;
- 7- Facilitate the procedures of the repatriation of DW upon contract completion or in an emergency situation or as the need arises except where required for the enforcement of the judgements and decisions issued by the investigation or judicial bodies;
- 8- Ensure that the employer shall provide the worker with food, housing, clothing, and registering the DW in the health insurance system that covers his/her treatment in case of illness or injury due to work as well as being committed to compensate him/her for job injuries and transporting the mortal remains of the DW to his/her country in case of his/her death and paying the wages of the month in which the worker died and other rights as provided in the Kuwaiti laws;



- 9- Ensure that the aggrieved DW shall have access to the Department of Domestic Labour, which has the jurisdiction to settle any dispute that arises between the contracting parties. Department of Domestic Labour shall settle the dispute within a maximum period of three months from the date of filing the complaint. In case of not reaching to a settlement, the dispute shall be referred to the competent court which shall hear the case within 30 days from the date that the referral was made. Litigants must be notified at least 2 weeks prior to the date of session in all domestic worker cases. However the DW is to be exempted from judicial charges/fees at all levels of the judicial proceedings;
- 10- Ensure that the employer does not retain the DWs passport, as the Passport of the DW is the property of the Government of the Republic of India under its law and should not be in the possession of the employer except upon the consent of the DW;
- 11- Ensure that the runaway DWs shall be covered by insurance for an initial period of six months towards the cost of return air tickets and unpaid wages, if any.

Article (4)

Obligations of the Second Party

- 1- Ensure that the DWs meet the requirements of health examination and are free from all infections and transferable diseases by virtue of thorough medical examinations through reliable medical centers accredited by the Government of the State of Kuwait in the Republic of India;
- 2- Ensure to provide the criminal status record of the DW issued by competent authorities in India which indicates that the DW has no criminal record as well as her/his good behavior;
- 3- The recruited DWs are bound to observe the Kuwaiti laws, morals, ethics and traditions during their stay in the State of Kuwait;
- 4- Facilitate repatriation of DW, who violates contractual terms applicable in the State of Kuwait;
- 5- Endeavour to put in place procedures/mechanism to facilitate the arrival and departure of DWs to/for the State of Kuwait.



Article (5)

Settlement of Disputes

Any disputes arising out of interpretation and implementation of this Memorandum of Understanding shall be settled by both Parties amicably through diplomatic channels.

Article (6)

Joint Committee

A Joint Committee shall be setup, composed of the representatives of the Parties which shall perform the following:

- 1- Periodic review, assessment and follow up the implementation of this Memorandum of Understanding;
- 2- Conduct annual meetings or as may be necessary and at the request of one of the parties, alternatively in both countries provided that the date for holding the committee meeting is agreed through diplomatic channels;
- 3- Resolve issues arising from the implementation and the interpretation of the provision of this Memorandum of Understanding;
- 4- Recommend amendments or additional protocols to this Memorandum of Understanding as deemed be necessary.

Article (7)

Entry into force, Amendments, Validity and Duration

- 1- This Memorandum of Understanding shall become effective from the date of the final notification in which either of the Parties notifies the other in writing through diplomatic channels about their fulfillment of the necessary national legal requirements for its implementation.
- 2- This Memorandum of Understanding may be amended by the consent of the two Parties in writing. These amendments shall be effective in accordance with the procedures mentioned in clause (1) of this Article.

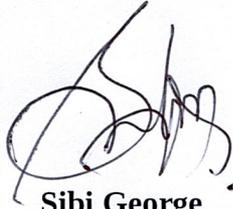


- 3- This Memorandum of Understanding shall remain effective for (5) years and renewed automatically for similar period or periods unless one Party notifies the other in writing and through diplomatic channels of its intent to terminate the MoU six months before expiry date of this MoU.
- 4- The termination of this Memorandum of Understanding shall not prejudice the implementation of the existing activities which are already in progress and until its completed, unless the Parties determine in writing otherwise.

In witness whereof, the authorized representatives of the Governments have signed this Memorandum of Understanding.

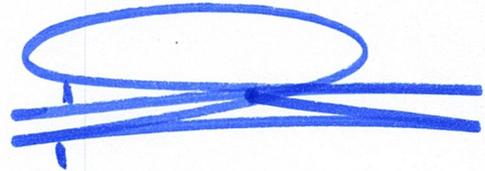
Done in the State of Kuwait on 10th of June, 2021 in two originals, each in Arabic, English and Hindi languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

**On behalf of
the Government of
Republic of India**



**Sibi George
Ambassador of India
to the State of Kuwait**

**On behalf of
the Government of the
State of Kuwait**



**Majdi Ahmad Al-Dhafiri
Deputy Minister of Foreign Affairs**

