

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE GOVERNMENT OF THE REPUBLIC OF

MAURITIUS

ON

EMPLOYMENT OF WORKERS FROM INDIA

**The Government of the Republic of India, represented by the High
Commissioner of India, Mauritius**

And

**The Government of the Republic of Mauritius represented by the Minister of
Labour, Human Resource Development and Training**

(hereinafter referred to singularly as 'the Party' and collectively as 'the Parties'),

Preamble:

This Memorandum of Understanding (MOU) sets out the terms of understanding on the issue of employment of workers from India between the GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS (referred to as the "parties"):

The cooperation and relations existing between the two countries and their people have been very friendly since many decades and both countries have taken many initiatives and made efforts to improve on this relationship in many fields of mutual interests and benefit.

In continuing the mutual economic growth of the two countries, it is desirous to enhance the existing relations between the two countries through development and coordination in the holistic recruitment and employment of Workers from India, in compliance with existing laws and norms in the respective countries.

BELIEVING that the employment of Workers from India in Mauritius is an area of cooperation which is mutually beneficial to both Parties;

REALISING the need to establish a framework to facilitate the recruitment, employment and repatriation of **qualified and trained** Workers from India;

ACKNOWLEDGING that the recruitment, employment and repatriation of Workers from India shall be in compliance 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 the following understanding



ARTICLE 1 DEFINITIONS

For the purposes of this Memorandum of Understanding:

“Contract of Employment” means the Contract of Employment entered into between the Employer and the Worker and which shall be as per **Appendix A**.

“Employer” means a company incorporated under the laws of Mauritius or a sole proprietor or any person in Mauritius providing employment in Mauritius to a Worker and who has been given approval by the Government of Mauritius to employ Workers.

“Worker” means a citizen of India, selected by the Employer, to be employed by the Employer to work in Mauritius under a Contract of Employment.

“MLHRDT” means the Ministry of Labour, Human Resource Development and Training.

“Indian Recruitment Agency” (hereinafter referred to as “the IRA”) means any organization or company established by the **Government of the Republic of India** or any person who holds a license, with approval of THE GOVERNMENT OF THE REPUBLIC OF INDIA, for the purposes of recruiting Workers.

“IISC” means the India International Skill Centre Network of the NSDC

“NSDC” means the National Skill Development Corporation

“qualified and trained” means persons trained by IISC and/or NSDC

“G to G Mechanism” means the process of employing Workers through application to THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS for approval and to recruit Workers through the IRA.

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

ARTICLE 2 ‘G TO G’ MECHANISM

The Parties agree that the process of recruitment, employment and repatriation of **qualified and trained** Workers shall be conducted pursuant to the ‘G to G’ mechanism.



The Parties agree that the recruitment of the Workers shall be from various sectors, but not limited to, Manufacturing, Construction, Agriculture, Tourism, Information Technology, amongst others, as indicatively listed in **Appendix B**.

ARTICLE 3 IMPLEMENTATION

1. The Parties agree that the recruitment, employment and repatriation of the **qualified and trained** Workers shall be conducted in accordance with and subject to the terms of this Memorandum of Understanding and the domestic laws, rules, regulations, national policies and directives of each Party and within the limits of its competencies, jurisdiction and available resources.
2. Subject to the laws of Mauritius, Indian Workers shall benefit from equal treatment as accorded to host country nationals in all matters pertaining to working relations and conditions, social protection, health, hygiene and workplace safety.
3. The Parties agree that the rights and protection of Workers and Employers shall be exercised in accordance with the labour laws of Mauritius.

ARTICLE 4 CONTRACT OF EMPLOYMENT

1. The Workers employed in Mauritius shall comply with all Mauritius laws, rules regulations, national policies and directives relating to employment. The Worker shall, subject to the approval of the relevant authority in Mauritius, also work in Mauritius in accordance with the terms and conditions of the Contract of Employment, which shall be as per Appendix A.
2. Subject to the applicable laws in Mauritius, the Workers shall be allowed to transfer their savings in a convertible currency to India.
3. Any term and condition of the Contract of Employment as above shall not affect or invalidate any existing Contract of Employment in force between the Employer and the Worker.
4. The Employer shall ensure that the salary given to the Worker complies with the applicable laws as regards the salary scale in Mauritius.

ARTICLE 5 RECRUITMENT PROCEDURE



Workers being recruited should have duly followed training from pre-selected IISCs accredited by the NSDC.

ARTICLE 6 RESPONSIBILITIES

1. The Parties agree that the responsibilities of the Employers, Workers, Indian Recruitment Agency (IRA), THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS, for the purposes of implementation of this Memorandum of Understanding, shall be in accordance with **Appendix C**.
2. Each Party shall take reasonable measures to ensure that every Employer, IRA or Worker is informed of the requirement to comply with applicable domestic laws, rules, regulations, national policies and directives of each party.

ARTICLE 7 REPATRIATION

1. The Parties shall facilitate the repatriation of the Workers upon the termination/ completion of his/her Contract of Employment.

ARTICLE 8 CONFIDENTIALITY

1. Each Party shall undertake to preserve the confidentiality and secrecy of documents, information and other data received or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or under any other agreements made pursuant to this Memorandum of Understanding.
2. Both Parties agree that the provisions of this Article shall survive the expiry or termination of this Memorandum of Understanding.

ARTICLE 9 REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Parties shall be reduced in writing and shall form part of this Memorandum of Understanding.



3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

**ARTICLE 10
SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

**ARTICLE 11
Joint Working Group**

1. Both Parties agree to create a Joint Working Group to monitor and address issues related to implementation of this Memorandum of Understanding, comprising representatives of both Parties' administrations. The Joint Working Group shall meet at least once a year in either country alternately or as necessary, at the request of either Party.
2. It shall evaluate the implementation of the provisions set forth in this Memorandum of Understanding and frame all appropriate proposals to improve it, as necessary. The agenda and the composition of the Joint Working Group shall be set for each meeting by mutual consultation between the parties.
3. The Parties agree that the termination of this Memorandum of Understanding shall not affect or nullify the Contract of Employment made between the Employer and the Worker or any permit or pass or license granted prior to the date of termination of this Memorandum of Understanding.

**ARTICLE 12
ENTRY INTO FORCE, DURATION, SUSPENSION AND TERMINATION**

1. This Memorandum of Understanding shall come into force on the date of its signing and shall remain in force for a period of 10 (ten) years. This MoU shall be automatically renewed for similar successive periods unless one Party notifies the other Party, six months prior to the expiry date, of its intention to amend or to terminate the MoU.

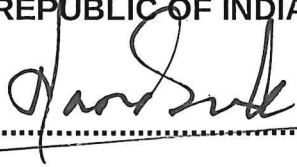


2. Each party reserves the right to suspend the implementation of this Memorandum of Understanding, in whole or in part, for reasons of national security, public order or public health, by giving three months advance notification of the suspension to the other party through diplomatic channels.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Government, have signed this Memorandum of Understanding.

DONE at Port Louis, on the 10th day of May in the year 2023 in two (2) originals in the Hindi and English languages.

**FOR THE GOVERNMENT OF
REPUBLIC OF INDIA**

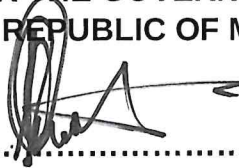


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K. Nandini Singla

High Commissioner of India

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



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Soodesh Satkam CALLICHURN

**Minister of Labour, Human
Resource Development & Training**

**Minister of Commerce and
Consumer Protection**

CONTRACT OF EMPLOYMENT

This **CONTRACT OF EMPLOYMENT** is made on this day..... month of 20.... between..... (hereinafter referred to as "the Employer") and.....of India bearing Passport No. (hereinafter referred to as "the Worker").

WHEREAS the Employer shall 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.

IT IS HEREBY AGREED as follows:

1. Duration of this Contract of Employment

The duration of this Contract of Employment shall be for a period of (...) years, as from (...date...) subject to the obtention of the Work Permit issued by the Government of Mauritius.

2. Type of Work

The Worker shall be employed as (Post) with (Name of Employer) in (Name of Sector) sector.

3. Wages

3.1 The Worker shall receive a basic wage of(MRU)(excluding allowances and overtime)

3.2 Wages shall be paid by the Employer on a monthly basis not later than the last working day of the pay period.

3.3 The payment of the monthly wages shall be made through the Worker's bank account in Mauritius.

4. Working Hours

Normal working hours shall be in accordance with the relevant Employment Legislation in Mauritius.

5. Overtime

Overtime shall be paid in accordance with the provisions of the relevant Employment Legislation in Mauritius

6. Rest Day

6.1 The Worker shall be entitled to at least one rest day in every period of seven consecutive days.

6.2 In the event the Worker, upon the request of the Employer, agrees to work on such rest day, the Worker shall be paid in accordance with the provisions of the Employment Legislation in Mauritius.

7. Public Holiday

The Worker shall be entitled to public holidays in accordance with the Provisions of the Employment Legislation in Mauritius.

8. Annual Leave

The Worker shall be entitled to paid annual leave in accordance with the provisions of the Employment Legislation in Mauritius.

9. Sick Leave

The Worker shall be entitled to paid sick leave in accordance with the provisions of the Employment Legislation in Mauritius.

10. Government Fees

The payment of Government Fees is subject to the relevant laws, rules, regulations, national policies and directives applicable in Mauritius from time to time in force.

11. Medical and Accident Insurance

The Worker shall be insured in accordance with the laws, rules and regulations in Mauritius.

12. Accommodation

The Employer shall provide the Worker with appropriate and decent accommodation, with basic amenities, in accordance with the laws, rules and regulations in Mauritius.

13. Renewal of Worker's Work 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 by the Employer.

14. Travel Expenses

Air passage (both ways) shall be borne by the Employer in Mauritius.

15. Repatriation

15.1 The repatriation cost of the Workers from their place of work to the original exit point in India shall be borne by the Employer under the following circumstances:

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

15.2 Subject to paragraph E(Vii) of Annex C, the Worker shall be responsible to bear related expenses under the Mauritian law and expenses relating to repatriation under circumstances, other than those mentioned in clause 15.1.

16. Repatriation in Case of Death

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

16.2 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.

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

17. Transport Facilities

The Employer shall provide the transport or pay the equivalent of the return bus fare to the Worker, to and from the place of the Worker's residence, to the place of employment and vice-versa.

18. End of Year Gratuity

The employer shall pay to the Worker, upon the 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 Legislation in Mauritius. The Employer shall issue a certificate of employment upon request of the Worker.

19. Termination

- 19.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give written notice as stipulated in the Employment Legislation in Mauritius.
- 19.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give written notice as stipulated under the Employment Legislation in Mauritius and the Worker shall bear the cost of air fare to India.
- 19.3 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 under the contract of Employment, whichever are the higher.

20. Restrictions

- 20.1 The Worker shall not participate in any political activities or activities connected with political organizations in Mauritius.
- 20.2 The Worker shall not change employment during the term of his Contract of Employment with his Employer and he shall not carry out or do any other business, except for any change in employment approved by THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS.
- 20.3 If the Worker is found, by the relevant authority, to be responsible for creating social problems or engaging in any illegal, subversive or criminal activities, the Employer shall be informed accordingly and the Worker shall be dismissed from the job and shall be repatriated to India at his own expense.

21. Extension

The Employer and the Worker may agree that this Contract of Employment be extended, subject to relevant laws, rules, regulations, national policies and directives relating to employment applicable in Mauritius.

22. Safekeeping of the Passport

- 22.1 The Employer shall not hold the passport or other identification documents of the Worker.
- 22.2 The Passport of the Worker shall be in his / her possession at all times and be produced on demand to the relevant authorities.
- 22.3 The Worker shall carry his/her Foreign Worker's permit at all time. In the event that the Worker's passport or work permit is lost or damaged, the

Worker shall make prompt arrangements to obtain a new permit or passport and bear all related expenses for its replacement.

22.4 The Worker shall submit his passport to the Employer for the following purposes:

- (i) Final Health screenings upon arrival in Mauritius;
- (ii) Application of Work Permit and/or Foreign Worker Card and Residence Permit; and
- (iii) Renewal of Work Permit and/or Foreign Worker card and Residence Permit.

The passport shall be returned to the Worker upon completion of these purposes.

In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the above mentioned purposes, the Employer shall bear all related expenses for its replacement.

23. Work Permit

The Employer shall ensure that each Worker receives his Work Permit and/or Foreign Worker card and his Residence Permit.

24. 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 outstanding basic wages and all other payments owed to the Worker, subject to the relevant laws, rules, regulations, national policies and directives relating to employment applicable in Mauritius.

25. Amendment

The Employer and the Worker may amend the Contract of Employment to incorporate any other terms and conditions which are more favourable to the Worker, subject to the relevant laws, rules, regulations, national policies and directives relating to employment applicable in Mauritius. A copy of the updated contract of employment shall be provided to, and be duly authenticated by the competent authority of Mauritius, prior to be in force.

26. Time is of the Essence

Time, whenever mentioned in this Contract of Employment, shall be of the essence and shall be strictly observed.

27. Laws

This Contract of Employment shall be subjected to the provisions of the Employment Legislation in Mauritius.

28. Language of this Contract of Employment

This contract of employment shall be prepared in four (4) original texts, two (2) each in Hindi and English Language and both texts shall be 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:

Name:

Address:

Passport No.

Emergency contact No.
(of Dependent)

(Signature of Witness from Employer)

(Signature of Witness from Worker)

.....

.....

Name:

Name:

Address:

Address

Employers in Mauritius shall recruit Workers from India in the following fields:

1. Agriculture, hunting and forestry
 2. Construction
 3. Education
 4. Extra-territorial organisations and bodies
 5. Financial intermediation
 6. Health and social work
 7. Hotels and restaurants
 8. Information technology
 9. Manufacturing
 10. Mining and quarrying
 11. Other community, social and personal service
 12. Private households with employed persons
 13. Professional, scientific and technical activities
 14. Public administration and defence; compulsory social security
 15. Real estate, renting and business activities
 16. Transport, storage and communications
 17. Wholesale and retail trade, repair of motor vehicles, motorcycles and personal and household goods, and others.
2. As at 28 February, 2023, 14677 Foreign Workers of Indian Nationality were employed in these fields and the number of Foreign Workers required in the above mentioned sectors may treble in next five years.

A. Responsibilities of the Employer

- I. The Employer shall pay to the Worker the basic wage (excluding allowances and overtime) as agreed in the terms and conditions of the Contract of Employment. Wages shall be paid by the Employer on a monthly basis according to the Employment Legislation in Mauritius.
- II. The Employer shall sign the Contract of Employment in Mauritius and the original copy of the signed Contract of Employment shall be provided to the Worker.
- III. The Employer shall be responsible for all the requirements relating to the entry and employment of the Worker in Mauritius.
- IV. The Employer shall ensure that prior to his arrival in Mauritius, the Worker has duly followed training from IISCs accredited by the NSDC, has the relevant skills and competencies for the job applied for, and provide proof of the same to the relevant authorities in Mauritius.
- V. The Employer shall be responsible for the following payments:
Round trip air-tickets, Processing fees, Work Permit Fees and Annual Fees and any other fees as may be prescribed, under the laws of Mauritius.
- VI. The Employer shall be responsible to receive the Worker upon arrival in Mauritius and provide induction training as soon as possible.
- VII. The Employer shall ensure that the Worker undergoes medical examination as per the requirements of the Government of Mauritius, at medical centres recognized by the Government of Mauritius.
- VIII. The Employer shall renew the Worker's work permit three (3) months its expiry date. Any penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.
- IX. The Employer shall be responsible to ensure that each Worker receives his Work Permit and/or Foreign Worker card and Residence Permit.
- X. The Employer shall provide the Worker with decent accommodation with amenities, in accordance with the laws, rules and regulations in Mauritius.
- XI. The Employer shall undertake that the Worker will be employed for duties specified in the work permit.

XII. The repatriation cost of the Workers from their place of work to the original exit point in India shall be borne by the Employer under the following circumstances:

- upon completion of this Contract of Employment;
- upon termination of this Contract of Employment by the Employer, for reasons other than non-compliance of the terms and conditions of this Contract of Employment by the Worker; or
- upon termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.

XIII. The Employer shall provide the appropriate occupational safety and health training to the Worker under the laws of Mauritius.

B. Responsibilities of the Worker

- I. The Worker shall have the relevant skills and competencies for the job applied for and provide relevant proof of the same.
- II. The Worker shall be responsible to produce his Work Permit and/or Foreign Worker card to any enforcement agency during his stay in Mauritius.
- III. The Worker shall abide by all Mauritius laws, rules, regulations, national policies and directives and respect Mauritius traditions and customs during their stay in Mauritius.
- IV. The Worker shall be responsible for all the expenses relating to repatriation as stipulated under Paragraph 15.2 of the Contract of Employment at Appendix A.
- V. The Worker shall undergo pre-departure provisional health examination and bear the respective expenses.
- VI. The Worker shall undergo induction training provided by his employer upon his arrival in Mauritius.

C. Responsibilities of the Government of the Republic of Mauritius

- I. THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS shall receive and process applications from the Employers.

II. THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS shall provide information on Employer's profiles to THE GOVERNMENT OF THE REPUBLIC OF INDIA.

III. THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS shall take all reasonable measures to ensure the enforcement of the Contract of Employment.

IV. THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS shall take all reasonable measures to ensure that the Employer and Worker comply with the laws, rules, regulations, national policies and directives applicable in Mauritius.

D. Responsibilities of THE GOVERNMENT OF THE REPUBLIC OF INDIA.

- I. THE GOVERNMENT OF THE REPUBLIC OF INDIA shall determine the fees payable for recruitment purposes in line with current international practice.
- II. THE GOVERNMENT OF THE REPUBLIC OF INDIA shall ensure that the Worker obtains the necessary travel documents and undergo pre-departure induction course and health examination.
- III. THE GOVERNMENT OF THE REPUBLIC OF INDIA shall maintain and update records of the Employers and the Workers, including on the Workers' immediate family.

E. Responsibilities of Indian Recruitment Agency (IRA)

- a) The IRA shall be responsible to provide potential Workers having duly followed training from IISCs, accredited by the NSDC, according to the Employer's specification.
- b) The IRA shall be responsible, on behalf of the Worker, to obtain the necessary travel documents and to arrange for pre-departure induction course and medical examination.
- c) The IRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained to and understood by the Worker.
- d) The IRA shall be responsible to furnish the Worker with the original Contract of Employment.

- e) The IRA shall assist THE GOVERNMENT OF THE REPUBLIC OF INDIA to maintain and update records of the Employers and the Workers, including on the Workers' immediate family.
- f) The IRA shall supply Workers upon receiving a demand letter, power of attorney and the employment contract from the Employer.
- g) The IRA shall be responsible to repatriate Workers who are found to be medically unfit on arrival in Mauritius or who do not fulfill the specifications* of Employers.