

IMPLEMENTATION PROTOCOL-D

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE STATE OF ISRAEL ON FACILITATION OF THE TEMPORARY EMPLOYMENT OF INDIAN WORKERS IN SPECIFIC LABOR MARKET SECTORS IN THE STATE OF ISRAEL

RESTAURANT SECTOR

Preamble

Pursuant to the Agreement between the Government of the Republic of India and the Government of the State of Israel on facilitation of the Temporary Employment of Indian workers in Specific Labor Market Sectors in the State of Israel (hereinafter referred to as "The Agreement");

Wishing to conclude an Implementation Protocol for the recruitment and temporary employment of Indian restaurant workers to work in the restaurant sector in Israel according to a cooperation procedure between the Governments of both countries as set out hereinafter; (hereinafter referred to as "**Implementation Protocol-D**");

The Parties agree that this Implementation Protocol D which is concluded between the Population and Immigration Authority on behalf of the Government of the State of Israel (hereinafter referred to as "**PIBA**") and the of on behalf of the Government of and the Ministry of Skill Development and Entrepreneurship on behalf of the Government of the Republic of India (hereinafter referred to as "**MSDE**") (hereinafter jointly referred to as the "Cooperating Authorities") shall set out the procedures for recruitment of Indian Restaurant workers to be employed in Israel and is to be read together with the Agreement.

All terms defined in the Agreement are applicable to this Implementation Protocol D.

Article 1 Definition of terms

For the purpose of this Implementation Protocol D:

The term "**Applicant**" refers to who has applied for temporary employment as a full-time restaurant worker in Israel under the framework set out in the Agreement and in this **Implementation** Protocol D.

The term "**Employer**" refers to a registered Israeli person who owns or runs a restaurant, coffee shop or other type of food preparation and sale business, and who holds a valid permit issued by PIBA to employ a foreign restaurant worker.

The term "**Restaurant Worker**" refers to **an Indian citizen** registered in the roster as per this Protocol, who has accepted and signed a SEC received by the Cooperating Authorities as set out in this Protocol for working in the restaurant sector in accordance with the job description set out in a written Request sent by PIBA to MSDE, **an indicative list of job roles is as per the addendum A**

The term "**Standard Employment Contract**" ("SEC") refers to a contract to be signed between the employer and the applicant, in the English, and Hebrew languages. The English language text of the SEC shall prevail. **in case of any dispute.** The SEC shall be provided by the Israeli Side and may be updated by PIBA and duly notified to.

The term "**Temporary Employment**" shall mean **legal** employment of worker holding a valid work permit issued by PIBA, by an employer in accordance with Israeli national laws, regulations, rules, procedures, mechanisms, extension orders, collective agreements, and Government resolutions, for a maximum period as set out in Israeli law or in Israel's Request as set out in Article 6 of this Implementation Protocol-D, the shorter of the two, after which the Indian national is required to leave Israel.

The term "**Non-profit organization**" refers to a legal non-profit entity, chosen by PIBA and coordinated with MSDE, authorized to represent PIBA in India and to provide logistic assistance as necessary in conducting activities in the framework of this Implementation Protocol-D.

The term "**Commissioner**" refers to the Commissioner for foreign workers' labor rights in the Ministry of Labor of the State of Israel.

For the avoidance of doubt, whenever the grammatical male format is used in this Protocol, it refers to female as well.

Article 2 **General**

1. The recruitment of restaurant workers in the framework of this Implementation Protocol D shall be carried out in accordance with the Agreement, along with applicable laws, regulations, rules, procedures and mechanisms of each Country.

2. PIBA may be assisted in the implementation of this Implementation Protocol -D by other competent official Israeli bodies or by a nonprofit organization. MSDE may be assisted in the implementation of this Implementation Protocol -D by the National Skill Development Corporation (NSDC) which is a not-for-profit public limited company operated in a Public Private Partnership (PPP) model under the MSDE. The Government of the Republic of India through MSDE holds 49% equity in NSDC.
3. Restaurant workers recruited under this Implementation Protocol-D, will be employed in accordance with labor laws, regulations and procedures of the State of Israel, including relevant collective agreements and extension orders.

Article 3 **Cooperating Authorities**

The Cooperating Authorities shall be responsible for carrying out this Implementation Protocol-D.

Article 4 **Cooperating Authorities Obligations**

1. **PIBA Obligations**– PIBA, in cooperation with the relevant Israeli competent institutions will take all reasonable steps to:
 - a. Ensure that the job offers forwarded to MSDE are in accordance with Israeli law and procedures.
 - b. Implement mechanisms to promote the protection of Restaurant workers' rights in Israel under relevant Israeli laws and regulations, including their living and working conditions.
 - c. Criteria of qualifications and the standards for recruitment according to the requirement.
2. **MSDE Obligations**– MSDE, in cooperation with the NSDC will take all reasonable steps to:
 - a. Co-ordinate with relevant Government authorities for recruitment and deployment of Restaurantworkers who are qualified, fulfill all pre requisites set out in this Implementation Protocol-D, who are medically fit, who have no criminal record in India or abroad (if requested by Israel as per Article 5) and who meet the job specification requirements.
 - b. Verify the identities of the deployed Restaurant workers and ensure that their documents are authentic.
 - c. Require the Restaurant workers that they are required to observe Israeli laws and customs while residing in Israel.

3. MSDE or any person or entity on its behalf shall not have direct communications or dealings with employers and all such communications should be channelled through PIBA, unless agreed otherwise by both PIBA and MSDE. Each Cooperating Authority shall inform the other Cooperating Authority in case an infringement of the provisions of this paragraph is discovered. The recruitment of the applicants shall be carried out without the involvement of private recruitment agencies
4. Both Cooperating Authorities agree to:
 - a. Take all the necessary steps to ensure an effective and speedy implementation of this Implementation Protocol-D.
 - b. Take all reasonable necessary steps to ensure that the recruitment procedure is transparent, that all relevant information is given to the applicants (including their obligations concerning legal stay and employment in Israel and their return to upon the conclusion of their legal temporary employment period in Israel) and that no illegal fees are taken from applicants and Restaurant workers directly or indirectly in either country.
 - c. Take all reasonable steps to ensure that the applicants and Restaurant workers fulfill the conditions set out in this Protocol-D.
 - d. Make the best possible efforts to resolve issues concerning the welfare of workers and to discuss possible mechanisms for conclusion.

Article 5 **Pre-requisites**

1. Applicants to be recruited under this Implementation Protocol-D must fulfill the following pre-requisites:
 - a. Males between 25-45 years of age.
 - b. They have Indian citizenship and hold an Indian passport.
 - c. They have never previously worked in Israel.
 - d. They do not have parents/ a spouse or children working or residing in Israel (PIBA reserves the right to disqualify applicants who have siblings living or working in Israel, in relevant circumstances).
 - e. They are physically and mentally fit for intense labor and are capable of performing work as directed in Israel including heavy lifting and prolonged standing and manual washing of kitchen utensils by using industrial detergents. Applicants will be ed to provide a declaration as to whether they are capable of heavy

lifting and prolonged standing or not.

- f. They are healthy, do not suffer from food or detergent allergies and do not suffer from diseases or from chronic medical conditions including (but not limited to): tuberculosis, hepatitis, syphilis, gonorrhoea, AIDS or any other health conditions including mental illness which may prevent or impair them from satisfactorily fulfilling their work obligations.
- g. They have agreed that after arrival in Israel, they will receive vaccinations necessary for work and in accordance with the Israeli Law and regulations in force, and they declare that to the best of their knowledge, they are not aware of any impediment preventing them from receiving vaccinations.
- h. They have a clean criminal report from India and do not have any history of drug or alcohol abuse or cannabis (marijuana) smoking. If the applicant worked abroad for over 6 months, the Israeli side may request proof of a clean police report from that country, as well.
- i. They have completed at least 10 years of schooling.
- j. They have knowledge of the English language: communication, reading and writing skills.
- k. They have provided a declaration whereby they have at least twelve (12) months of work experience in the restaurant sector doing cleaning work or kitchen work in peeling and cutting food items with a kitchen knife.
- l. They have agreed to undergo all medical and other requirements for entry into and stay in Israel as required by the Israeli authorities and they have understood that their entry to Israel will be conditional upon fulfillment of such requirements.
- m. They have never resided illegally in Israel, there is no indication that they or any first degree relative intend or intended in the past to settle in Israel or to receive a status in Israel other than that of a temporary foreign worker and they understand and agree that they must leave the country at the end of their maximum permitted work visa term (a visa may usually be extended for one year at a time, up to a maximum of 5 years – subject to fulfillment of work permit conditions and Israeli government policy concerning the quota for foreign restaurant workers).
- n. They fulfill any other relevant criteria as requested by PIBA and as coordinated with MSDE.
- o. PIBA will provide the relevant criteria and standards for the recruitment process in accordance with the job roles required.

Article 6
Request for Workers and Advertisement

1. Subject to the Government of the State of Israel's policy and quotas regarding employment of temporary foreign Restaurant workers in Israel, PIBA will send via e-mail an official letter requesting to launch the procedures under this Implementation Protocol-D (hereinafter: the "Request") to MSDE from time to time. PIBA may include in the Request, an estimate of the minimum/maximum number of applicants to be included in the database in each gender.
2. Upon receiving PIBA's request, MSDE in co-ordination with relevant Government authorities through NSDC shall publicize the possibility of applying for temporary Restaurant worker positions in Israel under this Implementation Protocol D through all relevant Government channels as per co-ordination with PIBA within 21 days. MSDE in consultation with relevant Government authorities and PIBA will agree upon the form and wording of the publication.
3. The information to be publicized may include *inter alia*, the following:
 - a. Position: Restaurant worker;
 - b. Gender and age required;
 - c. General job description including general working and living conditions and estimated timeframe for arrival in Israel (if selected);
 - d. Estimated number of workers required for each position;
 - e. Estimated minimum salary and permissible and obligatory deductions as well as, estimated working hours per month/week;
 - f. Other benefits;
 - g. Qualifications and other preconditions for inclusion in the roster;
 - h. Estimated costs associated with the recruitment of the Restaurant worker including the information that the airline ticket to Israel and back shall be covered by the worker.
 - i. Maximum duration of permitted employment.
 - j. A general description of the recruitment procedure and associated timeline including the random selection process (lottery), and the link to a website containing a Foreign Workers' Rights Handbook;
 - k. The fact that the direct employers of the workers in Israel will be legal person who owns or runs a restaurant, coffee shop or other type of food preparation and sale business, and who holds a valid permit issued by PIBA to employ a foreign restaurant worker. The existence of a call centre for foreign worker complaints as well as, the Commissioner;
 - l. Dates for submitting applications for each round (if applicable);
 - m. Special requirements in light of COVID-19 pandemic (if relevant);
 - n. A website address of NSDC which will include a website link where detailed information regarding the above can be found;
 - o. A phone number and/or an e-mail address operated by NSDC for

inquiries and complaints, including reporting of illegally requested additional payments of any sort in connection with the recruitment process.

- p. Information regarding the obligation of the employer to provide medical insurance during the worker's legal employment period.
 - q. Other requirements or criteria if specified by PIBA.
4. If does not respond or does not respond fully to PIBA's request as set out in paragraph 1 above within 21 days, PIBA may determine that the request is no longer valid. Failing which, a review meeting should be held between both parties.
 5. In addition, if the number of requested workers is not recruited within the mutually agreed time frame stipulated in the Request, PIBA may notify MSDE that further recruitment under the Request is discontinued.
 6. The information should also stress that the Government of the State of Israel and/or PIBA / Government of India / MSDE will not be the employers of the workers.

Article 7

Application and Recruitment Process

1. The recruitment process will be governed by the respective applicable laws, regulations, rules and mechanisms of each Side.
2. The application procedure will be administered by the Cooperating Authorities in a transparent manner that will ensure that all applicants receive equal treatment.
3. The recruitment and evaluation process shall be a transparent, merit-based process. The screening process will be defined by PIBA together with the relevant office and will be confirmed by NSDC.
4. Measures will be taken to prevent illegal demands for payments or fees of any sort from the applicants and will include the following:
 - a. Each applicant who applies for the positions (in person or on-line) shall present proof that he fulfils all pre-requisites stipulated in Article 5. In addition, each applicant shall sign a declaration which will include a waiver of confidentiality of information provided by the applicant or concerning the applicant which may be shared by NSDC with PIBA and third parties authorized by PIBA to receive and use such information for the purposes of this Implementation Protocol -D. Each applicant will receive an application number and confirmation from NSDC that his application was received. The applicants can use the application number in order to receive information from NSDC regarding the status of the submitted application.

- b. Applicants who have been found to fulfil the pre- requisites, will be invited to NSDC offices, to submit their original documents and waiver of confidentiality as above. Applicants will be required to conduct a physical stress test, proving their capability of performing difficult work in Israel, including heavy lifting and pro-longed standing.
- c. Such applicants will also receive basic information regarding the recruitment process and job requirements and will undergo a short interview by NSDC or undergo any other method mutually agreed upon by the cooperating authorities to assess if there is any obvious impediment to their eligibility for recruitment as well as their skills and experience. NSDC will also verify that the Applicant has communication skills in the English language. PIBA or representatives of relevant Israeli Government Ministries may supervise such interviews. Israel reserves the right to send employer representatives to conduct the interviews or observe them, under supervision of PIBA or relevant Israeli Government Ministries.
- d. Applicants who have been found by NSDC to have not fulfilled the pre-requisites or have not presented a set of application documents in due time shall be notified in writing by NSDC (including the reason for not fulfilling such).
- e. After NSDC has validated the authenticity of the documents submitted, and has found that the applicant fulfils all the necessary pre-requisites, NSDC will send PIBA a computerized table in a format requested by PIBA containing the following information about each applicant who has successfully filed an application, received an application number and successfully passed the interview as per paragraph c above: full name (divided into two columns: first name and surname), up to three (3) previous first names and up to three (3) previous surnames (if applicable), father's and mother's names (if applicable), date of birth, gender, passport number (if applicable), national I.D. Number and marital status (including the following details regarding the applicant's spouse (if relevant): full name, date of birth and I.D. Number) (hereinafter "the database"). PIBA reserves the right to request that additional relevant information will be collected from applicants and inserted in the database.
- f. The details of the applicants included in the database shall be reviewed by PIBA for a prima facie check (hereinafter "name check"), that they meet PIBA's requirements for entry into Israel, including, that they have never previously worked in Israel, do not have parents, a spouse or children currently working or residing in Israel etc. Applicants who do not meet the Israeli requirements shall be removed from the database. PIBA shall inform NSDC of such removal and NSDC shall thereafter inform the applicants of their removal.
- g. PIBA may conduct, in cooperation with NSDC, professional

examinations or interviews, if needed for all or some of the applicants in the corrected database. In such case, the applicants in the corrected database may be contacted by NSDC and invited to testing (professional examinations and/or interviews) to be carried out at agreed sites in India. PIBA may send employer representatives to conduct the professional examinations or interviews or observe them, under supervision of PIBA or relevant Israeli Government Ministries.

- h. The professional examinations and/or interviews may be carried out on behalf of Israel by relevant Israeli Government Ministries or by a non-profit non-governmental professional Israeli entity or by employer representatives as requested by PIBA in cooperation and supervision of the Cooperating Authorities. Measures will be taken to provide for the transparency of these professional examinations and/or interviews.
- i. PIBA may request that NSDC assist in arranging and carrying out the professional examinations and/or interviews.
- j. The final decision concerning the results of the professional examinations and/or interviews will be taken by PIBA. PIBA will inform MSDE\ NSDC in writing including through electronic means of the examination results of applicants who have undergone the professional examination and/or interview, including tested vocational specialty. The details of applicants who did not pass the professional examination and/or interview will be removed by NSDC from the electronic database. These applicants shall be informed in writing by PIBA directly or through the offices of NSDC of their failure to pass the professional examination and/or interview.
- k. The database containing all details of applicants who have passed the professional examination and/or interview will be shared by NSDC and PIBA.
- l. PIBA is not obliged to recruit all qualified applicants in the database who have successfully completed the procedures set out above. Regardless of the requested number of workers and the supplied number of applicants, the maximum number of Indian Restaurant workers that PIBA will select, should not exceed 75% of the total number of workers from each gender listed in the database. In addition, the number of selected workers from each gender shall in no case be more than the number of requested workers set out in Article 6.
- m. PIBA will carry out a computerized random selection of the applicants to be included in the final database, shall generate a serial number for each applicant included in the final database and provide NSDC with the final database. The final database shall form a roster of applicants (hereinafter the "roster"). NSDC will inform applicants who were not selected in the random selection of such.
- n. NSDC shall inform each selected applicant of the requirement to hold a passport for travel abroad valid for a minimum period of 2 years.

- o. After consultation with the relevant ministries, PIBA may request NSDC to refer the applicants to undergo the medical examination and submit proof of no-criminal records (according to the requirements mentioned above) in small groups, according to the expected demand.
- p. NSDC will require the applicants in the roster to:
 - i. Undergo a medical examination carried out in accordance with a form provided by PIBA. The medical examination will be conducted in registered medical institutions in India, agreed upon by PIBA. The results of the medical examinations will be forwarded directly by the medical facilities to NSDC and to the applicants.
 - ii. Provide proof that they have no criminal record in India and abroad (if requested by Israel as per Article 5 above).
- q. NSDC shall forward the medical examination results and the criminal record results to PIBA in a format requested by PIBA. The time frame provided will be maximum 45 days after receiving the results of the random selection.
- r. Applicants who have not passed the medical examination or have not provided proof of having no criminal record in India (and abroad if requested by Israel as per Article 5 above or they are not able to provide the results of the above in 45 days, will be removed from the Roster. NSDC will notify PIBA of such, in a time and manner that will be agreed with PIBA. An alternate applicant may be selected as per the above mentioned laid down process in conjunction with Articles 6 & 7.
- s. NSDC will advise candidates in writing and take a declaration that undergoing any training, interview process, medical examination and criminal record does not guarantee a final selection.
- t. PIBA reserves the right to request additional inquiries or information regarding applicants in the roster if deemed necessary.
- u. PIBA may share relevant information provided or considering the applicants with other relevant Israeli Government Ministries or bodies for the purposes of this Implementation Protocol-D.
- v. PIBA will match the qualified selected applicants in the roster with job offers received by PIBA from employers and inform NSDC of such information as soon as possible.
- w. After receiving the matching from PIBA, NSDC will prepare the worker for arrival in Israel including assisting the worker to file a visa application and assisting him with travel arrangements at reasonable market rates. The Indian side will inform the Israeli side within a mutually agreed upon time frame from the date of the matching, of the flight details of the Applicant or any changes in such.

Article 8
Job Offer and Employment Contract

1. PIBA will notify the employers of the worker selection and will request that the employers sign the employment contract.
2. PIBA will convey to NSDC job offers for selected applicants in the form of a scanned SEC signed by the employer sent through digital means.
3. PIBA shall ensure the following things in the SEC:
 - a. All contracts should be duly signed by employer with clearly mentioning the name and job description of such authorized signatory (in digital mode or hand written).
 - b. The SEC shall clearly capture the Candidate full name as per their Passport, passport number, unique id, Job role, and any such information which a candidate should know.
4. PIBA will append to the SEC a declaration in the Hindi and English languages, setting out relevant obligations of the applicant in Israel as per PIBA procedures and Israeli legislation and including a waiver of confidentiality of information (hereinafter "PIBA Declaration")
5. The SEC will set out the worker's employment conditions including, permissible and obligatory deductions from the worker's salary which shall be in accordance with Israeli laws, regulations, rules, procedures and extension orders (or collective agreements if relevant).
6. The SEC will be conditional upon the applicant's receipt of a visa to Israel including passing the required medical examination and any other relevant requirements relating to entry and stay in Israel as stipulated in Article 5 above and his arrival in Israel as soon as possible and no later than 30 working days from the date PIBA notified NSDC of the matching.
7. NSDC will, upon receipt of the SEC, explain the terms of the SEC and its appendices to the applicant in a language that he can fully understand so that he can decide whether or not to accept the offer based on his own free will.
8. The applicant will have 7 days to accept the job offer from the date the scanned SEC was received by NSDC, by signing the SEC, the PIBA Declaration and any other required document. NSDC will then scan the SEC and its appendix and transmit them to PIBA. PIBA will forward the signed scanned copy of the SEC to the employer.
9. If the applicant decides not to sign the SEC, the reason for such may be provided by NSDC to PIBA.
10. PIBA may exclude from the roster any applicant who cancels an accepted SEC or does not accept an SEC without valid reason and notify NSDC of such exclusion.
11. Applicants who were rejected by PIBA or have not fulfilled the requirements as per this Implementation Protocol-D will not be eligible to apply in the future for employment in Israel under this Implementation Protocol-D, unless agreed otherwise by PIBA.
12. PIBA may provide the workers accessible information to arrange an

alternate employment for all workers, including those affected by premature termination.

Article 9
Visa Submission

Following is the usual procedure for visa issuance:

1. NSDC shall assist the applicant in submitting the required visa application documents as listed below within 5 working days from the matching with required documents submitted in English as follows:
 - a) Visa application forms;
 - b) Proof of having no criminal record in India dated no earlier than six (6) months prior to the visa application date (and abroad if requested by Israel as per Article 5 above);
 - c) Medical examination reports and TB clearance according to the procedure stipulated in Article 7 above dated no earlier than three (3) months prior the visa application date;
 - d) Two recent passport photos (2X2 inches);
 - e) A passport valid for at least two 2 years;
 - f) Any other document requested by the Consular Division of the Israeli Embassy in India.
2. NSDC shall ensure that all the relevant documents are in appropriate order and format as required by the relevant authorities of the State of Israel.
3. PIBA reserves the right to provide a visa in other methods.
4. NSDC shall transfer all visa application forms, passports and additional documents to the Consular Division of the Israeli Embassy in India.
5. NSDC will also be responsible for the collection of the passports from the Consular Division of the Israeli Embassy in India once the issuance of visas by the consular Division of the Israeli Embassy in India is concluded and for returning them to the applicants.
6. The Consular Division of the Israeli Embassy in India will examine the documents submitted and may require additional documentation or interviews or notarized documents or interviews with parents, a spouse or children. If, after receiving all necessary documentation, and conducting all necessary checks no reason for rejection is found, the Consular Division shall issue each applicant a visa, allowing him to enter Israel in order to work as a Restaurant worker as per the SEC he signed. In case of rejection of the visa application, PIBA shall inform the applicant via NSDC of the reason for the rejection, and will notify the employer. The job offer/SEC will be automatically cancelled, and PIBA may transfer to NSDC the job offer/SEC for an alternate applicant from the roster.
7. Israel may request that the company providing visa application services to

the Israeli Embassy in India for Indian citizens (referred to as "Visa Service Company") carry out the responsibilities of NSDC under this Article (visa submission).

Article 10

Permitted Fees and Payments

1. Permitted fees and payments by applicants or Restaurant workers in connection with their recruitment as per this Implementation Protocol-D and the Agreement shall be only as stipulated in **Addendum B** to this Implementation Protocol-D and no more than the maximum sums stipulated in the relevant Israeli legislation.
2. Both Cooperating Authorities shall take all reasonably necessary steps to prevent the illegal collection of fees or payments from applicants or Restaurant workers in connection with their recruitment as per this Protocol-D and the Agreement, directly or indirectly, in either country.
3. The selected applicants shall bear the costs of their travel expenses within as well as the costs of tickets to and from Israel.

Article 11

Pre-departure Orientation

1. Before departure, NSDC shall conduct an orientation for the selected employees under the supervision of MSDE and in accordance with materials agreed upon with PIBA, in which they will *inter alia*, receive information concerning the following:
 - a. SEC details;
 - b. Restaurant worker/employer rights and obligations in Israel (including the Restaurant worker's requirement to leave Israel as soon as the legal employment period in Israel has ended);
 - c. Professional terms in English and/or Hebrew in the Restaurant sector.
 - d. Culture of Israel;
 - e. Information concerning limitations regarding changes of employment after arrival in Israel;
 - i. Post arrival and emergency contact information in Israel including the contact information of the Call Center for foreign workers operated by PIBA in the Hindi language in Israel for worker complaints and questions after arrival in Israel (hereinafter: the "Call Center"), and the contact details of the

- Commissioner.
- ii. Financial remittances, physical and mental health management, health insurance.
2. PIBA will provide additional information related to the job roles, in consultation with the respective Israeli ministries.
 3. As part of the orientation, the applicants will be informed of PIBA's digital platform (<https://www.gov.il/en/pages/foreing-workers-app>), containing a Foreign Workers Rights Handbook in Hindi, setting out their rights and obligations in Israel.

Article 12 **Entry of Workers**

1. In coordination with PIBA, NSDC shall coordinate the travel of the chosen restaurant workers to Israel, which will take place in groups (if possible), on dates and times agreed in advance by PIBA. NSDC will notify PIBA of the travel itinerary of the workers at least fourteen (14) working days in advance of arrival in Israel and of any changes in such, in order to enable prior notification by PIBA to the employer or his representative. The worker will be provided with the original copy of the SEC. Both Parties shall ensure that the date of the airline ticket purchased must be such that the worker will arrive in Israel as soon as possible and no later than 30 working days from the date of notification of the matching.
2. Upon arrival of the restaurant worker in Israel, he will be met by PIBA representatives, and shall receive a permit for work in Israel to be stamped in his passport, valid for up to one year, and which may be renewed yearly, subject to PIBA procedures and Israeli legislation.
3. After arrival and prior his employment, the restaurant worker will be given an original copy of his employment contract signed by the employer and may be asked to place his original signature on the employment contract such that each party holds a copy of the documents bearing original signatures.
4. The employer will provide the worker with a private medical insurance document.
5. PIBA shall inform the employer of the date and time that the restaurant worker is scheduled to arrive and of any changes to such. A representative of the employer shall meet the restaurant worker at the airport and take the restaurant worker to his accommodations / work place/ isolation facility (if relevant).
6. If the restaurant worker is found after arrival in Israel and subject to a hearing held by the Government of Israel to have failed to comply with the terms of the SEC or declarations and prerequisites defined by the Cooperating Authorities, conditions of his visa and work permit, *inter alia*, if he did not make a bona fide attempt to work for the employer who invited him to Israel as per the SEC or if the restaurant worker violates Israeli laws

or regulations (including health regulations) or has presented false information in the course of his recruitment, the restaurant worker shall be deported to India at his own expense and shall be prohibited from returning to Israel.

7. After arrival in Israel, the restaurant worker may contact the Call Center in Israel or the Commissioner, to receive assistance in case of questions and difficulties in a language he understands.

Article 13

Return of Workers

1. At the end of the period in which the Restaurant worker may legally remain in Israel, the Restaurant worker must leave Israel accordance with relevant Israeli laws and regulations (a visa/work permit may usually be extended for one year at a time, up to a maximum of 63 months from the time of entry, subject to fulfilment of work permit conditions, employer requests and Israeli government policy concerning the quota for foreign Restaurant workers). The government authorities of India shall cooperate with PIBA as necessary to ensure that the employees understand and fulfill this requirement.
2. MSDE and PIBA shall cooperate as necessary to ensure that the Indian Restaurant workers leave Israel at the end of their legal stay, including expediting the process of issuing travel documents by the Indian Authorities.

Article 14

Focal Points

1. and PIBA shall appoint focal points who are government employees with relevant experience and knowledge, and exchange the contact information of these focal points. These focal points shall be responsible for coordinating implementation of this Implementation Protocol-D, including resolving any problems which may arise. For the avoidance of doubt, supervision of implementation and any policy issues shall be carried out by PIBA and MSDE.

For MSDE– NSDC shall be the focal point.

For PIBA- the Director of Bilateral Agreements shall be the focal point

(hereinafter collectively referred to as the "**Focal Points**").

2. The Cooperating Authorities shall inform each other through Diplomatic channels of any change in the focal points.

Article 15

General Provisions

1. The implementation of this Protocol-D and any activity hereunder shall be in accordance with the respective applicable laws, regulations, rules, procedures and mechanisms of each Country.
2. Both parties will take decisions based on mutual consultations.
3. Any dispute between the parties arising from the interpretation or implementation of this Protocol shall be settled amicably through consultation or negotiation between the parties.
4. The employment in Israel of restaurant workers in the framework of this Implementation Protocol-D, is subject to the number of job-offers received from eligible employers in Israel as per the procedures set out in this Implementation Protocol-D. Nothing in this Implementation Protocol-D shall be construed as an obligation of Israel to recruit workers from India or as giving exclusivity for recruiting workers from India.
5. Should it be determined that illegal fees or payments in connection with the applicant's or worker's recruitment have been charged, either in Israel or in India, either Party to the Agreement may apply Article 13(6) of the Agreement. Should it be determined that the restaurant workers lack the conditions set out in this Implementation Protocol-D, PIBA reserves the right to inform India of its decision to discontinue or suspend the recruitment process.
6. Both Cooperating Authorities shall take all of the necessary steps to prevent applicants or anyone on their behalf from having direct or indirect communication with the Israeli employers or any representative on their behalf. All such contacts must be made through PIBA.
7. All matters necessary for the implementation of this Implementation Protocol-D
8. during the period of COVID-19 pandemic (such as prior COVID-19 testing, isolation etc..) will be agreed in writing (if relevant) through an exchange of letters between the Cooperating Authorities, prior to arrival of the workers, in light of the COVID-19 pandemic situation in both countries at that time, and subject to the Israeli applicable Law and regulations.

Article 16

Final Clauses

1. This Implementation Protocol-D shall come into effect upon its signature by both Cooperating Authorities.
2. Unless otherwise specified, the provisions of the Agreement shall apply to this Implementation Protocol-D and the latter shall be interpreted in accordance with the provisions of the Agreement.
3. The Cooperating Authorities may modify this Implementation Protocol-D by mutual consent in writing, affirmed through an exchange of Diplomatic Notes.
4. This Implementation Protocol-D is valid for the period for which the Agreement is in force.
5. The addendums shall form an integral part of this Implementation Protocol-D.
6. Notwithstanding the above, either Cooperating Authority may terminate this Implementation Protocol-D at any time by sending a Diplomatic Note to the other Cooperating Authority at least six (6) months prior the requested termination date.

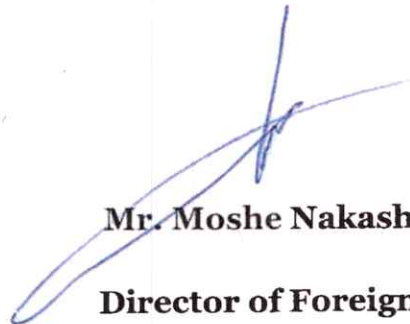
IN WITNESS WHEREOF the undersigned being duly authorized by the Cooperating Authorities have signed this Implementation Protocol. DONE at Jerusalem on 26 February 2026 in two originals in English and Hindi languages. In case of inconsistencies, the English text shall prevail.

**For the Government of the
Republic of India**



Mr. Vikram Misri
Foreign Secretary

**For the Government of
the
State of Israel**



Mr. Moshe Nakash
**Director of Foreign
Workers
Administration, PIBA**