

**AGREEMENT BETWEEN THE PORTUGUESE REPUBLIC AND THE
REPUBLIC OF INDIA ON THE RECRUITMENT OF INDIAN CITIZENS TO
WORK IN THE PORTUGUESE REPUBLIC**

The Portuguese Republic and the Republic of India, hereinafter referred to as Parties,

Recognizing the relevance of strengthening the friendship and cooperation ties between the Portuguese Republic and the Republic of India;

Having regard to the long-standing and historical bonds of friendship between the two States;

Understanding the need to increase migration management effectiveness and the role of legal employment in these processes, especially in the cases of skilled workers, academics, researchers, and Information Technology professionals;

Recognizing the need to fight irregular migration and human trafficking, and in respect for human rights and the dignity of migrants;

Having regard to the Agreement on Social Security between the Portuguese Republic and the Republic of India, signed in New Delhi on the 4th of March 2013;

Believing in the importance of regulating legal channels of migration between the two States and, in particular, of salaried employees;

Respecting the international obligations in terms of labour mobility arising from the regional integration agreements to which they are Parties, in particular the principle of priority applicable in the Portuguese Republic resulting from its integration in the European Union;

Having regard to their commitments established under the International Organization for Migration;

Considering the job opportunities available in the Portuguese Republic;

The Parties agree as follows:

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...

Article 1

Purpose and Scope

This Agreement aims to establish the procedures for admission of Indian citizens to carry out a professional activity under employment contracts in the Portuguese Republic.

Article 2

Definitions

For the purpose of this Agreement:

1. The word "territory" means:
Regarding the Portuguese Republic: the territory in continental Europe and the archipelagos of Azores and Madeira.
Regarding the Republic of India: the national territory, defined as such by the Indian legislation.
2. The expression "employer" means any person legally created and registered, providing or offering to provide employment in the Portuguese Republic.
3. The expression "Indian employee" means everyone who is an Indian national in accordance with the applicable law of the Republic of India, and exercises a professional activity in the Portuguese Republic, in return for a salary, integrated in an organization, in a designated location, respecting a pre-defined roster and using the tools and equipment provided by the employer.
4. The expression "professional activity under employment contract" means an employment relationship in which the employer has the work management power, along with the power of organization, authority, discipline, as well as the obligation to assure health and safety working conditions for the employee and to pay for a salary and any social security contributions.
5. The expression "applicable law" means the set of legal provisions applicable in each State.
6. The word "visa" means a conditional permit granted to foreign citizens, allowing its holder to present themselves at a border post and request entry in the country.



Article 3

General Provisions for Implementation

1. The recruitment of Indian employees to carry out a professional activity under employment contract in the Portuguese Republic is executed as per the provisions of this Agreement.
2. The implementation of this Agreement and any activity herein described shall comply with the Parties' applicable law.
3. The duration of the professional activity under employment contract to be carried out in the Portuguese Republic shall be set out in the employment contracts of the Indian employees, in compliance with the Portuguese Labour regulations.
4. The Joint Committee referred to in Article 10 will exchange information on the foreseeable job opportunities in the Portuguese Republic, and share relevant data on sector specific and skill specific requirements on these job opportunities on a regular basis.
5. The Portuguese Republic shall issue the visas for the recruited Indian employees under this Agreement, in accordance with its applicable law.
6. The maximum number of Indian employees to be recruited under this Agreement shall depend on the number of requests received from the employers in the Portuguese Republic.
7. The Parties shall take the necessary steps to protect Indian employees' rights, in compliance with their applicable national and international law, and the provisions of the relevant international treaties to which both States are parties.

Article 4

Implementing Entities

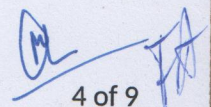
To implement this Agreement concerning the selection and recruitment of the Indian employees and liaising with employers, the Parties designate the following implementing entities:

- a) On the Portuguese side: Instituto do Emprego e da Formação Profissional, I.P. (IEFP, IP.);
- b) On the Indian side: Protector General of Emigrants (PGE), Ministry of External Affairs.

Article 5

Recruitment and Selection Process

1. The employers established under the applicable law of the Portuguese Republic interested in hiring Indian employees under this Agreement, shall communicate the job offers to the IEFP, IP., and register in the emigrate Portal managed by the Protector General of Emigrants, Ministry of External Affairs, for the recruitment process of Indian employees.
2. The IEFP, IP. shall inform the Protector General of Emigrants (PGE), Ministry of External Affairs, that the employer registered in the emigrate Portal under this Agreement is legally created under the applicable law of the Portuguese Republic.
3. Following IEFP, IP.'s information, the emigrate Portal, managed by the Protector General of Emigrants (PGE), Ministry of External Affairs, shall make a public announcement of the offer and pre-select the candidates who comply with the minimum age of eighteen (18) years and any other criteria established by the employer.
4. Once the selection process between the employer and the emigrate Portal is concluded, the employer shall identify directly to the IEFP, IP. the candidates that it wishes to hire.
5. The IEFP, IP. informs the Direção Geral dos Assuntos Consulares e das Comunidades Portuguesas (DGACCP - Directorate-General for Consular Affairs and Portuguese Communities), the Serviço de Estrangeiros e Fronteiras (SEF - Immigration and Borders Service) and the Autoridade para as Condições do Trabalho (ACT - Working Conditions Authority), about the identity of the concerned employer, the employees to recruit and of the work place. The Parties agree to share this data.
6. The Parties agree to share data in compliance with the rules and legislations in force in the two States on the protection of the personal data (name, date of birth, gender, contact details, nationality, profession, skills and qualifications, professional experience) of natural persons, and the recruited employees present a declaration to the employer authorising the sharing of these data and their identification documents (passport number and expiry date) with the Direção-Geral dos Assuntos Consulares e das Comunidades Portuguesas (DGACCP - Directorate-General for Consular Affairs and Portuguese Communities), the Serviço de Estrangeiros e Fronteiras (SEF - Immigration and Borders Service), the Instituto do Emprego e da Formação Profissional, IP. (IEFP, IP. - Institute



for Employment and Vocational Training, IP.), and the Autoridade para as Condições do Trabalho (ACT - Working Conditions Authority).

7. The Parties agree to undertake all the necessary measures to ensure the transparency of the recruitment and selection procedure, to provide all relevant information to the applicants.
8. A copy of the employment contract signed by the employer and the Indian employee shall be given to the latter.

Article 6

General Terms for Working and Training

1. The Indian employees admitted to the Portuguese Republic under this Agreement shall benefit from the same work and payment conditions applicable to Portuguese employees under equal terms, and in accordance with the applicable law of the Portuguese Republic.
2. The Indian employees admitted in the Portuguese Republic under this Agreement may benefit from specific Portuguese language training, as well as qualifying training.
3. The Indian employees admitted in the Portuguese Republic under this Agreement shall equally benefit from the same rights and the same protection as the Portuguese employees regarding health and safety in the workplace, in accordance with the applicable law of the Portuguese Republic.
4. The Portuguese relevant authorities ensure the compliance with the provisions set out in the preceding paragraphs.

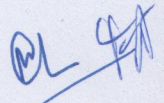
Article 7

Social Security

The Indian employees to whom the Agreement applies are subject to the social security framework established under the applicable law of the Portuguese Republic, as well as the provisions established by the Agreement on Social Security between the Portuguese Republic and the Republic of India.

Article 8

Circular Migration


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1. The employers which, six (6) months after the termination of the employment contract with the employee, wish to hire the same Indian employee again to carry out a professional activity in the Portuguese Republic, shall send the new employment contract to the implementing entity mentioned under Article 4 above.
2. Once the employment contract has expired, the Indian employee might enter into a new employment contract with another employer.
3. The Portuguese Immigration and Border Service ("SEF") shall decide on the issuing of the visa, in full respect and compliance with the applicable law of the Portuguese Republic, and shall expedite the visa applications within 10 to 15 days.

Article 9

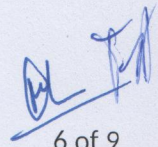
Cooperation in matters of labour migratory flows

To implement this Agreement, the Parties shall reinforce the bilateral cooperation in matters of labour migratory flows, with a view to avoid irregular migration and human trafficking, especially the exploitation of work.

Article 10

Joint Committee to Coordinate and Exchange Information

1. A Joint Coordination and Exchange Information Committee is hereby established, (hereinafter called Joint Committee), comprising the relevant authorities from both Parties in matters regarding this Agreement, namely, the corresponding employment public services, foreign services and visa issuing services.
2. The Joint Committee will exchange relevant information about the applicable law of both Parties and about any procedures that can affect the provisions set out in this Agreement and undertakes to solve any arising difficulties.
3. The Joint Committee shall meet, at least once a year, upon request of any of the Parties, in accordance with the conditions and dates mutually agreed. The Parties shall mutually inform, in writing, the issues to discuss, at least sixty (60) days prior to the meeting.
4. Without prejudice to the provisions in the preceding paragraph, the Parties shall agree to schedule a meeting of the Joint Committee at the end of the first year after the entry into force of this Agreement.



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Article 11

Admission Criteria

1. Once the necessary conditions to the attribution of the visas are verified, the territorially competent Portuguese consulate will issue the adequate visa for the activity and duration of the employment contract and inform the IEFPP, IP. and the ACT.
2. The Portuguese consulate, in full respect and compliance with the applicable law of the Portuguese Republic, besides issuing the visas for the Indian employees recruited under this Agreement, shall expedite, whenever possible, visa applications for other skilled workers, academics, researchers, and Information technology professionals.

Article 12

Conditions of Stay

1. Before the departure to the Portuguese Republic, the Indian employees must sign a declaration of commitment to fulfil the legal obligations concerning labour and stay in the Portuguese Republic. They also undertake to return to the Republic of India after ceasing the professional activity under employment contract in the Portuguese Republic.
2. After the end of the authorised stay, the Indian employees must leave the territory of the Portuguese Republic, except when legal procedures have been initiated to extend the duration of the stay.
3. The Indian employees working in the Portuguese territory, under the terms of this Agreement, are subject to the applicable law of the Portuguese Republic.
4. The Parties cooperate as appropriate to allow a swift and effective return of the Indian employees recruited under this Agreement to the Republic of India, at the end of the authorised stay, without prejudice to the provisions in paragraph two (2).

Article 13

Right to Family Reunification

The Indian employees working in the territory of the Portuguese Republic under this Agreement may request family reunification in accordance with the terms and conditions laid down in the applicable law of the Portuguese Republic.

Article 14

Dispute Resolution between Employers and Employees

Any dispute that may arise between the employers and the Indian employees, under this Agreement, must be settled through the existing mechanisms provided by the applicable law of the Portuguese Republic.

Article 15

Dispute Resolution

Any dispute arising from the interpretation or the application of this Agreement shall be settled by negotiation, within the Joint Coordination and Exchange Information Committee referred to in article 10, or otherwise through the diplomatic channels.

Article 16

Amendments

1. This Agreement may be amended on the basis of mutual written consent of the Parties.
2. The amendments shall enter into force in accordance with the terms specified in Article 18 of this Agreement.

Article 17

Duration and Termination

1. This Agreement shall remain in force for a period of five (5) years, from the date of its entry into force.
2. This Agreement may be renewed for equal periods, by explicit statement from both Parties, in writing through diplomatic channels, with a notice period of, at least, ninety (90) days prior to the term of duration of this Agreement.
3. Any of the Parties may notify the other, at any moment, in writing through diplomatic channels, of its decision to terminate this Agreement, which shall cease to be in force one hundred and eighty (180) days after the other Party receives the notification.
4. The termination of this Agreement does not affect the execution of the ongoing cooperation, unless otherwise agreed by the Parties.



Article 18

Entry into force

This Agreement shall enter into force thirty (30) days after the receipt of the last notification, in writing through diplomatic channels, stating that all necessary constitutional and legal requirements of both Parties for the entry into force have been fulfilled.

Article 19

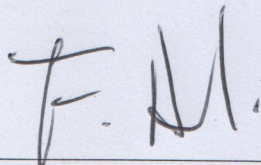
Registry

As soon as possible, upon the entry into force of this Agreement, the Party in whose territory it is signed shall transmit it to the Secretariat of the United Nations for registration, in accordance with article 102 of the Charter of the United Nations, and shall notify the other Party of the completion of this procedure as well as of its registration number.

Done at Lisbon, on (13), of the month of (September) of 2021, in two originals, each in Portuguese, English and Hindi languages, all texts being equally authentic.

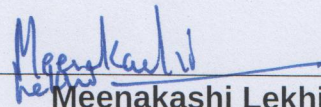
In case of any divergence in interpretation, the English text shall prevail.

On behalf of the Portuguese
Republic



Francisco André
Secretary of State for Foreign Affairs
and Cooperation

On behalf of the Republic of India



Meenakashi Lekhi
Minister of State for External Affairs