

**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**

Preamble

Whereas the Government of the Republic of India and the Government of the State of Israel (hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**") are desirous of increasing and strengthening friendship and cooperation between both Countries;

Whereas the recruitment and temporary employment of foreign workers in Israel is carried out in accordance with Israeli Law in force, the state of Israeli national labor markets, and the Government of the State of Israel's policy regarding the sectors open for employment of foreign workers, as well as the yearly quotas for temporary foreign workers and the preconditions for issuance of employment permits for each such sector;

Whereas the Parties hereby declare their common goal to combat human trafficking, illegal migration, undocumented and illegal manpower recruitment practices, and illegal employment of foreign workers;

Whereas, the Parties share the mutual desire to eliminate the charging and payment of illegal recruitment fees from foreign workers throughout the process of recruitment and employment and declare their willingness to cooperate in order to achieve this goal;

Whereas the Parties wish to ensure legal, fair and well informed recruitment and temporary stay of Indian workers arriving for temporary employment in Israel in the specific sectors, and according to procedures set out in Implementation Protocols to this

Agreement (hereinafter referred to as the "**Implementation Protocols**"), as well as the return of Indian workers to their country upon the conclusion of their legal stay in Israel;

Whereas the Parties affirm that this Agreement and its Implementation Protocols set out the procedures for facilitation of the temporary employment of Indian workers in Israel and shall not be interpreted as an obligation of either Party to provide employment for Indian workers in Israel.

The Parties hereby have reached the following Agreement 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"):

Article 1 – General

1. The term "**Temporary Employment**" shall mean legal employment of an Indian citizen in Israel in a specific sector, by an employer holding a valid permit issued by the Government of the State of Israel to employ a foreign worker in that sector, in accordance with Israeli national law, regulations, rules, procedures and resolutions of the Government of the State of Israel for a limited period of time, after which the Indian citizen must leave Israel.
2. The duration of the temporary employment in each permitted sector will be as specified in the relevant Implementation Protocol and shall not exceed the maximum permitted duration as set out in the relevant national legislation of Israel as well as per relevant resolutions of the Government of the State of Israel concerning yearly quotas for temporary foreign workers in each sector.
3. The Government of the State of Israel shall facilitate issuance of visas and work permits for Indian workers recruited for temporary employment under this Agreement in accordance with its national legislation and procedures for each specific sector.
4. The maximum number of workers from India who may be employed for a temporary period of time under this Agreement in each permitted sector shall be set out in an Implementation Protocol for the specific sector and will be subject to quotas for temporary foreign workers stipulated in Israeli Governmental resolutions, as well as, the number of job offers received from employers in Israel. Nothing in this Agreement or in an Implementation Protocol shall be construed as an obligation of Israel to recruit workers from India or as giving exclusivity for recruiting workers from India.
5. The workers, carrying out temporary employment as set out in the relevant Implementation Protocol, shall not be entitled to carry out any other paid labor activity or employment in any sector other than the sector for which they were issued a visa and a work permit.

6. Each Party shall endeavour to take reasonable necessary actions to protect Indian temporary workers' rights in accordance with its relevant laws and regulations.

Article 2 –Objectives

The objectives of this Agreement are as follows:

- a. To ensure a legal, fair and well-informed recruitment process for Indian citizens arriving for temporary work in Israel according to the principles set out in this Agreement, and to prevent illegal fee-taking in connection with such recruitment.
- b. To set up a framework for exchange of pertinent information and for ongoing cooperation between the Parties regarding temporary foreign labor issues;
- c. To ensure cooperation between the Parties regarding the recruitment, selection, placement, arrival and employment of Indian workers as well as, their return to India after their temporary employment in Israel;
- d. To ensure that the Indian workers recruited under this Agreement possess the required qualifications for employment in the relevant sector, understand the terms and conditions for legal stay in Israel and their obligation to return to their country upon the conclusion of their legal employment period in Israel;
- e. To promote the protection of the labor rights of Indian workers carrying out temporary work in Israel throughout the process of recruitment, selection, placement, arrival, employment and return.

Article 3 – Cooperating Authorities

The Parties shall designate and authorize relevant Government Ministries or Agencies to implement this Agreement in the various agreed upon sectors (hereinafter the "**Cooperating Authorities**"). The Israeli Cooperating Authority may be assisted in such implementation by a competent official Israeli body or any other body authorised by it or on its behalf. The relevant Cooperating Authorities for each specific sector should be established in an Implementation Protocol or confirmed by the Parties in official written form via

diplomatic channels.

Article 4 –General Implementation Provisions

1. The Parties agree that the recruitment of Indian workers for temporary work in Israel in each specific sector shall be implemented jointly as set out in the Implementation Protocols and their respective addendums for each specific sector.
2. Concluding Implementation Protocols shall be carried out by mutual agreement of the Cooperating Authorities set out in a written arrangement affirmed through diplomatic channels.
3. The implementation of this Agreement and any activity hereunder shall be in accordance with the respective applicable laws, regulations, rules, procedures and mechanisms of each Country.

Article 5 – General Worker Qualifications

The Government of the Republic of India shall direct the relevant Cooperating Authority on its behalf to ensure that the Indian workers recruited for temporary employment under this Agreement shall have all necessary skills, training and experience as required for the relevant sector, have been medically examined, are in good mental and physical health and hold relevant medical certificates and have no criminal record, all as stipulated in the relevant Implementation Protocols.

Article 6- Recruitment Process

The Parties agree to take all necessary measures to ensure that the recruitment process is transparent, that all relevant information is provided to the applicants (including their obligations concerning legal stay and employment in Israel, and their return to India upon the conclusion of their legal employment period in Israel) and that no fees or payments, other than any permitted payments set out in the relevant Implementation Protocols, which shall not exceed permitted payments set out in national legislation of Israel, shall be collected from the applicants or the workers in connection with their recruitment, directly or indirectly, in either country, throughout the entire recruitment process or during their employment in Israel.

Article 7 -Exchange of Information, and Joint Coordination Committee

1. The Parties, through their relevant Cooperating Authorities, shall exchange in writing relevant information and updates concerning the existing legislation and procedures regulating labor relations and criminal offences as well as entry, stay, paid employment, obligations of employers and departure of foreign workers which may affect the procedures set out in this Agreement.
2. A Joint Coordination Committee (hereinafter referred to as the "Joint Coordination Committee") comprising representatives of the Parties shall be set up for the purpose of resolving challenges or problems arising out of the implementation or interpretation of this Agreement.
3. The Joint Coordination Committee shall meet on an annual basis, if requested by either Party, in each Country alternately according to mutually agreed terms and conditions and dates. The Parties will inform each other in writing of the issues they wish to discuss no less than 30 days prior to each meeting date.
4. Agreed minutes of the Joint Coordination Committee shall be drawn up after each meeting and shall be shared with the Cooperating Authorities.
5. Additional special meetings of the Joint Coordination Committee may be convened in case of urgent matters to be discussed, upon a request of either Party.

Article 8 – Personal Data Protection and Confidentiality

1. Transmitting, keeping and processing of information relating to an identified or identifiable natural person, transmitted under this Agreement and its Implementation Protocols, shall be subject to the respective domestic laws, regulations, rules and procedures, concerning the protection of privacy and personal data, of each Party.
2. Such information shall be confidential and shall be used exclusively for the purposes of this Agreement and its Implementation Protocols. The Parties will not share such information or use the information for purposes other than that specified under this Agreement and its implementation protocols, without the prior written consent of the other Party.

3. The obligations under this Article shall remain in force after the termination of this Agreement.

Article 9- Legal Cooperation

The Parties shall cooperate and provide assistance in investigations and prosecutions of offenses regarding the matters set out in this Agreement, subject to the laws and regulations of each Country.

Article 10- Return of workers

1. Upon expiration of the authorized stay for employment, the worker shall promptly depart from Israel.
2. Before departure to Israel, the Indian workers shall sign a declaration in a language they understand whereby they shall undertake to comply with the conditions for legal employment and stay in Israel, to return to India upon the conclusion of their legal employment period in Israel as well as to fulfill any other procedures or sign additional declarations or provide any other guaranties as agreed upon by the Cooperating Authorities, to ensure compliance with this Article.
3. The Government of the State of Israel reserves the right to order a citizen of India to leave Israel in accordance with Israeli laws, regulations, rules, procedures and resolutions of the Government of the State of Israel, including cases in which, *inter alia*, a worker does not leave Israel at the end of his authorized stay, a worker is in breach of the conditions of his visa, work permit or the declaration signed by him as per paragraph 2 of this Article, or is in breach of this Agreement, or the Government of the State of Israel determines that his presence could constitute a threat to national security, public order or public health.
4. The Parties shall cooperate as necessary to allow speedy and effective return of Indian workers recruited under this Agreement to India at the conclusion of their legal employment in Israel. They shall also cooperate regarding speedy and effective return to India of Indian citizens residing illegally in Israel.

Article 11 - Dispute resolution- General

Any dispute, controversy or claim arising out of or relating to implementation or interpretation of this Agreement or its Implementation Protocols, including their invalidity, breach or termination, shall be settled amicably in good faith through negotiations and consultations between the Parties .

Article 12- Dispute resolution between employers and workers

Any disputes which might arise between employers and workers shall be subject to the exclusive jurisdiction of the Courts of the State of Israel and resolved solely in accordance with applicable Israeli law without regard to its choice of law rules.

Article 13 - Entry in force, duration and termination of the Agreement

1. This Agreement shall enter into force on the date of the latter of the diplomatic notes by which the Parties notify each other of the completion of their internal legal procedures required for the entry into force of this Agreement.
2. Notwithstanding the above, implementation of this Agreement for any specific sector shall begin after the relevant Cooperating Authorities have signed an appropriate Implementation Protocol for that respective sector.
3. The Parties may amend this Agreement, in writing, by mutual consent. Such amendments shall enter into force in accordance with the procedure set forth in paragraph (1) of this Article. Any modification to an Implementation Protocol shall enter into effect in accordance with the procedure set out in that respective Implementation Protocol.
4. This Agreement shall remain in force for a period of three (3) years. Thereafter, it shall be extended automatically for further periods of three (3) years at a time.
5. Either Party may terminate this Agreement at any time by sending a Diplomatic Note to the other Party at least six (6) months prior to the requested termination date.

6. In the event that either Party raises concerns regarding the charging and payment of illegal recruitment fees from Indian applicants or workers throughout the process of recruitment and employment, and the Joint Coordination Committee fails to produce a mutually acceptable solution, or does not convene within forty five (45) days (including via any electronic means available) from the date of the request of either Party to convene the Joint Coordination Committee, either Party may suspend with immediate effect all or part of activities carried out under the relevant Implementation Protocol.
7. Decisions taken under Article 13 (5) or Article 13(6) of this Agreement, shall not affect any person who at the date of such decision already holds a visa issued under this Agreement, including Indian workers legally employed in Israel in the framework of this Agreement.

In witness whereof, the undersigned being duly authorized, have signed this Agreement.

Signed at New Delhi on the 3 day of November, 2023, which corresponds to the 19 day of Heshvan of 5784, in the Hebrew calendar, in two originals, in the Hebrew, Hindi and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

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



MUKTESH K. PARDESHI

SECRETARY (CPV & OIA)

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



NAOR GILON

**AMBASSADOR
PLENIPOTENTIARY OF THE STATE
OF ISRAEL TO INDIA**

IMPLEMENTATION PROTOCOL- A
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

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CONSTRUCTION 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 construction workers in the construction sector (hereinafter referred to as "**Implementation Protocol-A**");

The Parties to the Agreement agree that this Implementation Protocol-A 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 **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 construction 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-A.

Article 1

Definition of terms

For the purpose of this Implementation Protocol-A:

The term "**applicant**" refers to an Indian citizen who has applied for temporary employment as a construction worker in Israel, under the framework set out in the Agreement and in this Implementation Protocol-A.

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

The term "**temporary employment**" shall mean legal employment by an employer in Israel, of an Indian construction worker, in accordance with Israeli national law, regulations, rules, procedures and mechanisms and resolutions of the Government of the State of Israel, for a limited period of time, after which the Indian citizen must leave Israel.

The term "**Manpower Contractor**" or "**employer**" refers to a corporate body licensed by the Government of Israel to employ temporary foreign construction workers by receivers of work according to the Employment of Workers by Manpower Contractors Law, 5756-1996

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-A.

The term "**Commissioner**" refers to the Commissioner in charge of labor rights of foreign workers in the Ministry of Labor.

The term "**work receiver**" or "**receiver of work**" refers to a registered building contractor who has legally contracted with a Manpower Contractor to receive the work of a temporary foreign construction worker.

The term "**worker**" refers to an Indian citizen who has signed an employment contract with a Manpower Contractor in Israel for the purpose of working in Israel in the construction sector for a temporary period under the terms of the Agreement and of Implementation Protocol-A.

The term "**work**" refers to temporary employment in the construction sector for a Manpower Contractor in Israel 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-A , the shorter of the two.

Article 2

General

The recruitment of Indian construction workers in the framework of this Implementation Protocol-A 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 -A by other competent official Israeli bodies or by a nonprofit organization. MSDE may be assisted in the implementation of this Implementation Protocol -A by the National Skill Development Corporation (NSDC) which is a not for profit company under the supervision of the MSDE, jointly owned and directed by the Government of the Republic of India.

3. Construction workers recruited under this Implementation Protocol-A, 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-A.

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) Protect Indian construction workers' rights in Israel under relevant Israeli laws and regulations.

2. MSDE Obligations– MSDE ,in cooperation with the NSDC will take all reasonable steps to:

a) Deploy only construction workers who are qualified, fulfill all pre requisites set out in this Implementation Protocol-A, who are medically fit, who have no criminal record in India, and who meet the job specification requirements.

b) Verify the identities of the deployed construction workers, and ensure that their documents are authentic.

c) Advise the construction 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 channeled through PIBA, unless agreed otherwise by both PIBA and MSDE. Each Cooperating Authority shall inform the other Cooperating Authority in case 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-A.

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 rights and obligations concerning legal stay and employment in Israel and their return to India upon the conclusion of their legal temporary employment period in Israel) and that no illegal recruitment fees are taken from applicants and construction workers directly or indirectly in either country throughout the process of recruitment and employment.

c) Take all reasonable steps to ensure that the applicants and construction workers fulfill the conditions set out in the Agreement and in this Implementation Protocol-A.

Article 5

Pre-requisites

1. Applicants to be recruited under this Implementation Protocol-A must fulfill the following pre-requisites:
 - a. Males aged 21-45.
 - 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 mentally and physically fit for intense outdoor labor in Israeli climatic conditions in the construction sector including work at height and handling heavy weights.
 - f. They are healthy 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 a clean police report from India and do not have any history of drug or alcohol abuse. If the applicant worked abroad for over 6 months, the Israel side may request a proof of a clean police report from that country, as well.
 - h. They have completed at least 10 years of schooling.
 - i. They have a basic level of English.
 - j. They have proven vocational skills, experience and high level capabilities in one or more of the following specialties:

- i. Construction Work – industrialized building formwork, wood formwork (knowledge of reading construction plans is mandatory);
 - ii. Ceramic tiling of floors and walls;
 - iii. Plastering Work;
 - iv. Iron bending (knowledge of reading construction plans is mandatory);
 - v. Any other specialty or skill agreed upon by the Cooperating Authorities.
- k. 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.
- l. 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 construction workers).
- m. They fulfill any other relevant criteria as requested by PIBA and as coordinated with MSDE.

Article 6

Request for Construction Workers and Advertisement

1. Subject to the Government of the State of Israel's policy and quotas regarding employment of temporary construction workers in Israel, PIBA will send via e-mail an official letter requesting to launch the procedures under this Implementation Protocol-A (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 and the estimated number of applicants to be recruited in each specialty mentioned above.

2. Within 14 days of receiving PIBA's request, MSDE through NSDC shall publicize the possibility of applying for temporary construction worker positions in Israel under this Implementation Protocol -A through all relevant channels including the official website of NSDC as per coordination with PIBA. MSDE and PIBA will agree upon the form and wording of the publication.

The information to be publicized may include *inter alia*, the following:

- a. Position: construction workers;
- b. General job description including general working and living conditions and estimated timeframe for arrival in Israel (if selected);
- c. Estimated number of workers required;
- d. Estimated minimum salary and permissible and obligatory deductions including the information that the airline ticket to Israel and back shall be covered by the worker as well as, estimated working hours per month/week;
- e. Other benefits;
- f. Qualifications and other preconditions for inclusion in the roster;
- g. Estimated costs associated with the recruitment of the construction worker;
- h. Maximum duration of permitted employment;
- i. A general description of the recruitment procedure including the random selection process (lottery), and the link to a website containing a Foreign Workers' Rights Handbook;
- j. The fact that the direct employers of the workers in Israel will be Manpower Contractors, who will be responsible for the workers' salary and related work conditions and the existence of a call center for foreign worker complaints as well as, the Commissioner;
- k. Dates for submitting applications for each round (if applicable);
- l. Special requirements in light of COVID-19 pandemic (if relevant);
- m. Other requirements or criteria if specified by PIBA;
- 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 MSDE 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.

3. If MSDE does not respond in writing or does not respond fully to PIBA's Request as set out in paragraph 2 above within 14 days, PIBA may cancel the Request.
4. In addition, if the minimum number of requested workers is not recruited within the time frame stipulated in the Request, PIBA may notify MSDE that further recruitment under the Request is discontinued.
5. 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 application procedure will be administered by the Cooperating Authorities in a transparent manner that will ensure that all applicants receive equal treatment. 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 fulfills 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 -A. 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 fulfill the pre-requisites, will be invited to NSDC offices, to submit their original documents and waiver of confidentiality as above. Such applicants will also receive basic information regarding the recruitment process and job requirements and will undergo a short interview by NSDC 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 basic communication skills in the English language. 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).

- c) After NSDC has validated the authenticity of the documents submitted, and has found that the applicant fulfills 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 and received an application number: 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.
- d) 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.
- e) The applicants in the corrected database who passed the name check will be contacted by NSDC and invited to testing (professional examinations and/or interviews).
- f) The professional examinations and/or interviews will be carried out by Israel or by a non-governmental professional Israeli entity as requested by PIBA with cooperation and/or oversight of the Cooperating Authorities. Measures will be taken to provide for the transparency of these professional examinations and/or interviews. PIBA may allow Manpower contactors' representatives to attend professional examinations and/or

interviews as observers, subject to PIBA's internal procedures. The final decision concerning the results of the professional examinations and/or interviews will be taken by PIBA.

- g) PIBA will inform 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.
- h) 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.
- i) The database containing all details of applicants who have passed the professional examination and/or interview will be shared by NSDC and PIBA.
- j) PIBA is not obliged to select all qualified applicants from the final electronic registry. Regardless of the requested number of workers and the supplied number of qualified applicants, the maximum number of Indian workers that Israel will select will not exceed 75% of the total number of workers listed in the final electronic registry in each specialty.
- k) PIBA will carry out a computerized random selection of the applicants who passed the professional examinations and/or interviews and provide NSDC the final list of the qualified applicants randomly selected. The final database shall form a roster of applicants (hereinafter the "**roster**"). NSDC will inform applicants who were not selected in the random selection.
- l) NSDC shall inform each selected applicant of the requirement to hold a passport for travel abroad valid for a minimum period of 3 years.
- m) 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.

- n) 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), 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 randomly selected by PIBA in his place.
- o) PIBA reserves the right to request additional inquiries or information regarding applicants in the roster if deemed necessary.
- p) 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-A.
- q) PIBA will match the qualified selected applicants in the roster with job offers received by PIBA from Manpower Contractors and inform NSDC of such.
- r) After receiving the matching from PIBA, NSDC will assist the workers with travel arrangements including assisting in purchasing airline tickets at reasonable market rates and notify PIBA of the date of arrival of the workers in Israel which shall be no later than 30 working days from the date of notification of the matching. The Indian side will inform the Israel 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 Manpower Contractor of the worker selection and will request that the authorized representative of the Manpower Contractor sign the employment contract.
2. PIBA will convey to NSDC job offers for selected applicants in the form of a SEC signed by the employer sent through digital means.
3. 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).

4. 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.
5. NSDC will, upon receipt of the SEC, explain the terms of the SEC 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.
6. The applicant will sign the SEC and a declaration in English and in the Hindi language, 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**") and NSDC will scan the signed SEC and the signed declaration and transmit them to PIBA.
7. If the applicant decides not to sign the SEC, the reason for such may be provided by NSDC to PIBA.
8. 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.
9. Applicants who were rejected by PIBA or have not fulfilled the requirements as per this Implementation Protocol -A will not be eligible to apply in the future for employment in Israel under this Implementation Protocol-A, unless agreed otherwise by PIBA.

Article 9

Visa Submission

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 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 three 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. NSDC shall transfer all visa application forms, passports and additional documents to the Consular Division of the Israeli Embassy in India.
 4. 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.
 5. 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 construction worker in Israel 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.
 6. 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 construction workers in connection with their recruitment as per this Implementation Protocol - A and the Agreement shall be only as stipulated in **Addendum A** to this Implementation Protocol-A.
2. Both Cooperating Authorities shall take all reasonable necessary steps to prevent the illegal collection of fees or payments from applicants or construction workers in connection with their recruitment as per this Implementation Protocol-A and the Agreement, directly or indirectly, in either country.
3. The selected applicants shall bear the costs of their travel expenses within India as well as the costs of plane 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. Construction worker/employer rights and obligations in Israel (including the construction 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 construction sector.
 - d. Culture of Israel;
 - e. 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.

- f. Financial remittances, physical and mental health management, health insurance.
2. As part of the orientation, the applicants will be informed of a website address provided by PIBA, 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 construction workers to Israel, which will take place in groups (if possible), on dates and times agreed in advance by PIBA. The worker will be provided with the original copy of the SEC. 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 construction 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 until the end of the calendar year, and which may be renewed yearly, subject to PIBA procedures and Israeli legislation.
3. After arrival, the construction 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 Manpower Contractor will provide the worker with a private medical insurance document.
5. PIBA shall inform the employer of the date and time that the construction worker is scheduled to arrive and of any changes to such. A representative of the employer shall meet the construction worker at the airport and take the construction worker to his accommodations / work place/isolation facility (if relevant).

6. If the construction 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 construction worker violates Israeli laws or regulations (including health regulations) or has presented false information in the course of his recruitment, the construction worker shall be deported to India at his own expense and shall be prohibited from returning to Israel.
7. After arrival in Israel, the construction 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 construction worker may legally remain in Israel in accordance with relevant Israeli laws and regulations, the construction worker must leave Israel immediately. 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 construction 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. MSDE and PIBA shall appoint focal points with relevant experience and knowledge, and exchange the contact information of these focal points via Diplomatic Notes (hereinafter collectively referred to as the "Focal Points"). PIBA's focal point shall be a government employee and MSDE's focal point shall be a government authorized NSDC employee. These focal points shall be responsible for coordinating implementation of this Implementation Protocol-A, 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.

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 Implementation Protocol-A and any activity hereunder shall be in accordance with the respective applicable laws, regulations, rules, procedures and mechanisms of each Country.
2. The employment in Israel of construction workers in the framework of this Implementation Protocol-A, is subject to the number of job-offers received from eligible employers in Israel as per the procedures set out in this Implementation Protocol-A. Nothing in this Implementation Protocol-A shall be construed as an obligation of Israel to recruit workers from India or as giving exclusivity for recruiting workers from India.
3. 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 construction workers lack the conditions set out in this Implementation Protocol-A, PIBA reserves the right to inform India of its decision to discontinue or suspend the recruitment process.
4. 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.
5. All matters necessary for the implementation of this Implementation Protocol-A during the period of COVID-19 pandemic (such as prior COVID-19 testing, isolation etc..) will be agreed in writing 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

General Employment Clauses

The conditions of employment and stay of the workers will be as set out in Israeli legislation and procedures as amended from time to time. The following is a summary of some current relevant provisions which may be updated from time to time (for the avoidance of doubt, any update will not require the modification of this Implementation Protocol -A):

1. The workers may only work for a Manpower Contractor and for work receivers with whom the Manpower Contractor has placed them. The direct employers of the workers in Israel are Manpower Contractors, who are responsible for the workers' salary and related work conditions.
2. The worker is not bound to a particular Manpower Contractor and he may change to a different Manpower Contractor on the following dates: 01/01, 01/04, 01/07, 01/10 of each calendar year after giving proper legal notice. It is illegal to prevent a worker from carrying out this right or to charge the worker a fee in connection with such transfers of employers.
3. The worker may file a complaint against the Manpower Contractor relating *inter alia*, to any violation of his working conditions or rights, with the relevant authorities, including the Commissioner. The Commissioner may permit the worker to change employers before the above dates in special circumstances which justify the early transition. The worker may also change employers at any time if both Manpower Contractors agree.
4. A worker has a maximum period of up to 90 days after termination of his employment with one Manpower Contractor to begin a new employment for another Manpower Contractor provided that he has not exceeded the maximum duration of his permitted employment.
5. A worker who works for an employer other than his current registered Manpower Contractor or who is not registered for alternate legal employment within 90 days after termination of his previous employment must leave Israel and if he does not do so he may be arrested, and deported by PIBA (deportation is subject to a hearing).
6. Subject to the applicable laws, regulations, rules, procedures and mechanisms of the State of Israel, Indian workers shall enjoy equal

treatment with respect to their labor rights as Israeli citizens in the same sector of employment. Without derogating from the above, and pursuant to the Employer's obligations according to Foreign Workers Law, 5751-1991, its regulations and relevant Israeli labor law, the Manpower Contractor is obligated to provide Indian workers with proper lodging, detailed monthly pay slips, working hour registration reports, medical insurance, relevant social security coverage as well as wages and benefits as set out in law, extension orders and Collective Agreements which apply to the worker or the workplace.

7. The Manpower Contractor will deposit the sum set out by Israeli law and/or relevant procedures, monthly in a special deposit fund held by PIBA for the worker. The worker will receive the sum accrued in his name, less 15% tax and less relevant bank fees, and including any interest accrued, when he leaves Israel permanently. The sums deposited by the Manpower contractor, are on account of severance pay or other relevant work benefits as set out in relevant Israeli Law as updated from time to time and do not derogate from other applicable working rights.
8. If the worker does not leave Israel at the end of his visa period or his extended visa period, he will forfeit a certain percentage of the sum accrued according to point 7 of this Article for every month in which he overstays his visa. The percentage of the sum deducted will be in accordance with Israel Law. A worker who overstays for a period of 6 months or more will forfeit the entire sum unless he proves, in an application filed within 18 months from the time he should have left Israel, that the cause of overstaying his visa was due to circumstances which were not under his control or due to a bona fide mistake, and that deduction of sums for such a period would not be justified. Costs of deportation will be deducted by PIBA from the deposited sum.

Article 17

Final Clauses

1. This Implementation Protocol-A shall come into effect on the date of its signature by both Cooperating Authorities, subject to the entry into force of the Agreement.
2. Unless otherwise specified, the provisions of the Agreement shall apply to this Implementation Protocol-A and the latter shall be interpreted in accordance with the provisions of the Agreement.

3. The Cooperating Authorities may modify this Implementation Protocol- A by mutual consent in writing, affirmed through an exchange of Diplomatic Notes.
4. This Implementation Protocol-A is valid for the period for which the Agreement is in force.
5. The addendums to this Implementation Protocol-A shall form an integral part of the Implementation Protocol-A.
6. Notwithstanding the above, either Cooperating Authority may terminate this Implementation Protocol-A at any time by sending a Diplomatic Note to the other Cooperating Authority at least six (6) months prior to the requested termination date.

Signed in New Delhi on the 3 day of November, 2023, which corresponds to the 19 day of Heshvan of 5784, in the Hebrew calendar, in two originals, in the Hebrew, Hindi and English languages, all texts being equally authentic. In case of divergence of interpretation of this Implementation Protocol-A, the English text shall prevail.

**On Behalf of
the Ministry of Skill
Development and
Entrepreneurship**

**Government of the Republic
of India**



NAME: (अतुल कुमार तिवारी/Atul Kumar Tiwari)
सचिव / Secretary
कौशल विकास एवं उद्यमशीलता मंत्रालय
Ministry of Skill Development and Entrepreneurship
भारत सरकार/Govt. of India
DESIGNATION: नई दिल्ली/ New Delhi-110001

(अतुल कुमार तिवारी/Atul Kumar Tiwari)
सचिव / Secretary
कौशल विकास एवं उद्यमशीलता मंत्रालय
Ministry of Skill Development and Entrepreneurship
भारत सरकार/Govt. of India
नई दिल्ली/ New Delhi-110001

**On Behalf of the
Population and Immigration
Authority**

**Government of the State of
Israel**



NAME: Naor Gilon

DESIGNATION: Ambassador
Plenipotentiary of the State
of Israel to India

**ADDENDUM A TO IMPLEMENTATION PROTOCOL A -
CONSTRUCTION SECTOR**

**ESTIMATED EXPENSES FOR PARTICIPATING IN IMPLEMENTATION
PROTOCOL- A 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**

This Addendum shall form an integral part of Implementation Protocol-A Construction Sector (hereinafter: "Implementation Protocol-A") 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: "The Agreement") - and shall be read together with Implementation Protocol-A and the Agreement.

The Applicant paying for the following services, will receive receipts or confirmations for each service rendered from the body providing such service.

The sums mentioned are the maximum sums which may be charged for each service provided.

Content	Cost		Remarks and Clarifications
	US Dollar (USD)*	Rupee (local currency)	
Medical Examination Fee		₹ 5,500/-	
Fee for Police Report		₹ 500/-	

Passport Issuance Fee		₹ 2,000/-	
Visa Fee			Fee for services rendered by the Visa Service Company (if relevant- will be notified by PIBA)
NSDC Registration and Processing fee (including pre-departure orientation carried by NSDC)		₹ 10,000/-	
Flight expenses (one way). For the avoidance of doubt, at the end of his employment period, the worker will be required to pay his return ticket.		Market Cost	price depends on the various market costs.

* The Cooperating Authorities shall inform each other of any requested changes or updates in this chart. Any modification to the chart shall be carried out in accordance with the modification provision of the Implementation Protocol-A.

IMPLEMENTATION PROTOCOL B -

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

HOME-BASED CAREGIVERS 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 home-based caregivers to care for persons with disabilities in Israel according to a cooperation procedure between the Governments of both countries as set out hereinafter;

The Parties agree that this Implementation Protocol-B (hereinafter referred to as "**Implementation Protocol B**") 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 Ministry of Skill Development and Entrepreneurship of the Republic of India (hereinafter referred to as "**MSDE**") (hereinafter commonly referred to as the "**Cooperating Authorities**") shall set out the procedures for recruitment of Indian home-based caregivers to treat persons with disabilities in Israel and is to be read together with the Agreement.

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

Article 1 Definition of terms

For the purpose of this Implementation Protocol-B:

The term "**Applicant**" refers to an Indian citizen who has applied for temporary employment as a full time home-based caregiver in Israel under the framework set out in the Agreement and in this Implementation Protocol-B.

The term "**Basket of Services**" refers to services provided to the caregiver by the placement bureau throughout his legal stay in Israel as per the relevant Israeli regulations and procedures in force.

The term "**Home-Based**" refers to employment caring for a person with disabilities, while living in the home of the person with disabilities during the regular work week.

The term "**Commissioner**" refers to the Commissioner in charge of labor rights of foreign workers in the Ministry of Labor.

The term "**Person with Disabilities**" ("PWD") refers to a person with disabilities including an elderly disabled person who holds a valid permit from PIBA entitling him to employ a full time home-based foreign caregiver.

The term "**Employer**" refers to a **PWD** or his legal representative or a family member of the **PWD** who takes responsibility as the employer of the foreign caregiver caring for the **PWD**, alone or together with a caregiving company.

The term "**Letter of Commitment**" ("**LOC**") refers to a document stating the obligations of the placement bureaus to each worker recruited in the framework of this Implementation Protocol B. The LOC will be drafted as per a form set out by PIBA in the Hindi and English languages and will conform to relevant Israeli Law and procedures. The English version of the LOC will prevail in case of differences of interpretation. The LOC may be updated by PIBA.

The term "**Placement Bureau**" refers to an Israeli body holding a valid permit from PIBA authorizing it to find placements for foreign caregivers to care for a **PWD** and to provide assistance to the caregiver and to the **PWD** in accordance with PIBA procedures.

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

The term "**Temporary Employment**" shall mean employment of an Indian home-based caregiver holding a valid work permit in Israel, caring for a PWD, in accordance with Israeli national laws, regulations, rules, procedures and mechanisms as well as, resolutions of the Government of the State of Israel, for a limited period of time, after which the Indian citizen is required to leave Israel.

The term "**Caregiver**" refers to an Indian citizen registered in the roster as per this Implementation Protocol-B, who has accepted and signed a SEC received by the Cooperating Authorities as set out in this Implementation Protocol-B.

The term "**Special Limitation Document**" refers to a notice of special limitations for foreign caregivers in the Hindi language which will include the geographic area in which the PWD resides and the geographic and other limitations regarding changes of employers according to Israeli law, regulations and procedures.

The term "**PIBA Declaration**" refers to a declaration in the Hindi and English languages, setting out relevant rights and obligations of the applicant in Israel as per PIBA procedures and Israeli legislation and including a waiver of confidentiality of information.

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

Article 2 **General**

1. The recruitment of Indian caregivers in the framework of this Implementation Protocol B shall be carried out in accordance with applicable laws, regulations, rules, procedures and mechanisms of each Country.
2. PIBA may be assisted in the implementation of this Implementation Protocol-B by other competent official Israeli bodies or by a nonprofit organization. MSDE may be assisted in the implementation of this Implementation Protocol-B by the National Skill Development Corporation (NSDC) which is a not for profit company under the supervision of the MSDE, jointly owned and directed by the Government of the Republic of India.
3. Workers recruited under this Implementation Protocol-B, will be employed in accordance with labor Law 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- B.

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. Protect Indian caregivers' rights in Israel under relevant Israeli laws and regulations.
2. MSDE Obligations – MSDE in cooperation with the NSDC will take all reasonable steps to:
 - a. Deploy only caregivers who are qualified, fulfill all pre requisites set out in this Implementation Protocol-B, who are medically fit, who have no criminal record in India (and abroad if requested by Israel as per Article 5) and who answer the job specification requirements.
 - b. Verify the identities of the deployed caregivers and ensure that their documents are authentic.
 - c. Require the caregivers 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 Placement Bureaus or employers and all such communications should be channeled through PIBA, unless agreed otherwise by both PIBA and MSDE. Each Cooperating Authority shall inform the other Cooperating Authority in case 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 in India.
4. Both Cooperating Authorities agree to:
 - (a) Take all the necessary steps to ensure a speedy implementation of this Protocol-B.
 - (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 rights and

obligations concerning legal stay and employment in Israel, and their return to India upon the conclusion of their legal temporary employment period in Israel) and that no illegal fees are taken from applicants and caregivers in connection with their recruitment directly or indirectly in either country.

- (c) Take all reasonable steps to ensure that the applicants and caregivers fulfill the conditions set out in this Implementation Protocol-B.

Article 5 **Pre-requisites**

1. Applicants to be recruited under this Implementation Protocol-B must fulfill the following pre-requisites:
 - a. They are between 25-45 years of age.
 - b. They are at least 1.5 meters tall and weigh at least 45 kg.
 - c. They are qualified in provision of caregiving services and present a certificate issued by a competent Indian regulatory authority, proving that they have successfully completed a caregiving course of at least 990 hours (including OJT) recognized and supervised by relevant Indian authorities, or a diploma proving that they have completed a nursing, physiotherapy, nurse assistant or midwife training provided by an Indian training provider accredited and recognized by relevant Indian authorities.
 - d. They have, proven intermediate level English language skills.
 - e. They have successfully completed at least 10 years of schooling and have a high school diploma.
 - f. They have never previously worked in Israel.
 - g. They have a clean police report from India and do not have any history of drug or alcohol abuse. If the applicant worked abroad for over 6 months, the Israel side may request a proof of a clean police report from that country, as well.
 - h. They do not have a spouse, parents or children currently working or residing in Israel (Israel reserves the right to refuse applicants who have siblings in Israel, in relevant cases, as per PIBA discretion).
 - i. They are physically and mentally healthy, do not suffer from diseases or from chronic medical conditions including (but not limited to) tuberculosis, hepatitis, syphilis, gonorrhea, and AIDS; and are capable of performing difficult caregiving work in Israel including heavy lifting and do not have any history of drug or alcohol abuse.
 - j. They have Indian citizenship.
 - k. They have agreed to fulfill all relevant obligations required by the Israeli Ministry of Health regarding Covid-19 pandemic, including:

COVID-19 vaccinations, quarantine requirement and testing. These obligations will be conveyed to MSDE by PIBA on an ongoing basis.

1. They fulfill any other relevant criteria as requested by PIBA and as coordinated with MSDE.

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 caregivers in Israel, PIBA will send MSDE from time-to-time via e-mail an official letter requesting to launch the procedures under this Implementation Protocol-B (hereinafter: the "**Request**"). PIBA may include in the Request, an estimate of the minimum/maximum number of applicants to be included in the database under this sector.
2. Within 14 days of receiving PIBA's request, MSDE through NSDC shall publicize the possibility of applying for temporary caregiver positions in Israel under this Implementation Protocol-B through all relevant channels including the official website of NSDC, as well as, in daily national newspapers as per coordination with PIBA. MSDE and PIBA will agree upon the form of publication in each relevant channel. The information to be publicized may include *inter alia*, the following:
 - a. Position: home-based caregiver for PWD's;
 - b. General job description including general working and living conditions;
 - c. Estimated Number of workers required and the estimated percentage of such required workers of each gender;
 - d. Estimated minimum salary, , as well as obligatory and permissible deductions
 - e. Other benefits;
 - f. Qualifications and other preconditions for inclusion in the roster;
 - g. Estimated costs associated with the recruitment of the caregiver;
 - h. Maximum duration of permitted employment;
 - i. A general description of the recruitment procedure including the selection process and the link to a website containing a Foreign Workers' Rights Handbook;
 - j. Dates for submitting applications for each round (if applicable);
 - k. Special requirements in light of COVID-19 pandemic (if relevant);
 - l. Other requirements or criteria as may be specified by PIBA.

m. A website address, which will include a website link where detailed information regarding the above can be found including the current version of the SEC.

The wording of the information contained in the publication in each relevant channel shall be agreed upon by PIBA and NSDC.

3. The information should also stress that the Government of the State of Israel and/or PIBA and the Government of the Republic of India / MSDE will not be the employers of the workers.

Article 7 **Application and Recruitment Process**

1. Each applicant who applies for the positions shall present proof that he fulfills 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 and PIBA and third parties authorized by PIBA to receive and use such information for the purposes of this Implementation Protocol- B. Each applicant will receive an application number and written 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.
2. After NSDC has validated the authenticity of the documents submitted, and has found that the applicant fulfills 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 and received an application number: 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.
3. If necessary, PIBA has the right to request additional information concerning each applicant which shall also be registered by NSDC, such as: training, nursing or other relevant diplomas, previous experience abroad and in India, knowledge of additional languages, height and weight, smoker/non-smoker, whether the applicant holds a driving license and any other skills which will be in assistance in

deploying applicants as per job offers. This information will be transferred by NSDC to PIBA at a stage and in accordance with a format to be decided upon between NSDC and PIBA when implementation of this Implementation Protocol-B begins.

4. 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.
5. PIBA shall randomly select no more than 75% of the applicants of each gender 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 shall inform applicants who were not selected in the random selection of such. It should be noted that in general, no more than 10% of male candidates are usually requested.
6. PIBA will request NSDC to invite selected applicants from the roster for short on-line and/or recorded video interviews in the English language in NSDC premises or other premises agreed upon by the Cooperating Authorities, on agreed upon dates and times. The costs for such will not be borne by the Israeli Side.
7. Carrying out, recording and uploading the interviews will be done by NSDC in accordance with a form and instructions provided by PIBA. Alternately, Israel may request that the interviews be carried out, recorded and uploaded by a non-profit body on behalf of PIBA. NSDC will verify the identities of the selected applicants before each interview and provide the facilities and the necessary equipment for conducting the interviews unless agreed otherwise by the Cooperating Authorities. The video interviews shall not include the name or any identifying information concerning each applicant (aside from the PIBA's generated serial number for that applicant).
8. At the time of the interview, NSDC/ PIBA or the above body on behalf of PIBA may also supervise the applicant in completing a questionnaire in English provided by PIBA (hereinafter the "**Questionnaire**").
9. Information concerning the applicants, including each applicant's video interview and the Questionnaire completely filled out by each applicant, will be shared by PIBA and NSDC. PIBA reserves the right to request additional inquiries or information regarding applicants in the roster if deemed necessary.
10. PIBA may request that NSDC assist in arranging, carrying out, recording and uploading (if necessary) additional supervised on-line

and/or recorded video interviews or conversations via other available technological means, if necessary, between the PWD and the most relevant applicants. Alternately, Israel may request that such additional interviews or conversations, be carried out, recorded and uploaded (if necessary) by a non-profit body on behalf of PIBA.

11. NSDC will require the applicants to:
 - a) Undergo after the interview, a medical examination carried out in accordance with a form provided by PIBA. The medical examination will be conducted at one of the government authorized medical institutions in India agreed upon by PIBA. The medical examination may include required vaccinations which the applicant must prove that he has undergone. The results of the medical examinations will be forwarded directly by the medical facilities to NSDC and to the applicants.
 - b) Provide proof that they have no criminal record in India .

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), will be removed from the Roster. NSDC will notify PIBA of such, in a time and manner that will be agreed with PIBA.

12. PIBA shall grant access to the video interviews, the questionnaires or other relevant information provided as per PIBA's request, to representatives of placement bureaus and to prospective employers, or to other bodies or persons to be authorized by PIBA after receiving medical check and criminal record information of interviewee. Such interviews, questionnaires or other relevant information shall not include the name or any other identifying information concerning each applicant. The placement bureaus may show the video interviews and the additional information only to potential employers and their relevant family members.

Article 8

Job Offer and Employment Contract

1. After viewing the interviews, questionnaires and other relevant information, the participating Israeli placement bureaus shall submit to PIBA job offers for the interviewed applicants received from potential employers whom each placement bureau represents. In general, the job offers will be based on social worker assessments of the needs of the PWDs.

2. PIBA will convey to NSDC job offers for selected applicants in the form of a scanned SEC signed by the employer which will include an appendix setting out any special needs of the PWD as well as any special duties or requirements from the applicants, an explanation of the living conditions in the home of the PWD and whether other persons are living in the home of the PWD.
3. PIBA will append to the SEC:
 - a) A Special Limitation Document.
 - b) A signed LOC in the Hindi and English languages, setting out the obligations of the placement bureau to the applicant after his arrival in Israel, as per a form set out by PIBA.
 - c) A PIBA Declaration.
 - d) Other documents if necessary.
4. 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.
5. The SEC will be conditional upon the applicant's receipt of a visa to Israel including passing the required medical examination and any requirements relating to COVID-19 as relevant during the time of entry into Israel and as stipulated in Article 15(8) and his arrival in Israel as soon as possible and no later than 30 days from the date of signing of the SEC.
6. The applicant will have 5 working days to accept the job offer from the date the scanned SEC was received by NSDC, by signing the SEC, the Special Limitation Document, the LOC (if relevant) and the PIBA Declaration. NSDC will then scan the SEC and its appendices and transmit them to PIBA. PIBA will forward the signed scanned copy of the SEC to the employer or his representative.
7. If the applicant decides not to sign the SEC, the reason for such may be provided to PIBA.
8. PIBA may exclude from the roster any applicant who cancels an accepted SEC or does not accept a SEC without valid reason and notify NSDC of such exclusion.

9. Applicants who were rejected by PIBA or have not fulfilled the requirements as per this Implementation Protocol-B, will not be eligible to apply in the future for employment in Israel in the caregiving sector, unless agreed otherwise by the Cooperating Authorities.
10. NSDC will prepare the worker for arrival in Israel including assisting the worker to file a visa application and assisting him with travel arrangements. In case the medical examination results or the police clearance are not valid, NSDC will instruct the applicant to urgently renew the examinations/police clearance.
11. PIBA reserves the right to request additional inquiries or information regarding applicants in the roster.

Article 9
Visa Submission

1. NSDC shall assist the applicant in submitting the required visa application documents as listed below within 5 working days from the date of signing of the SEC 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 the visa application date (and proof of having no criminal record 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 (12) 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 three years;
 - f) A certificate issued by a competent Indian regulatory authority, proving that they have successfully completed a caregiving course of at least 990 hours (including OJT) recognized and supervised by relevant Indian authorities or a diploma proving that they have completed a nursing, physiotherapy, nurse assistant or midwife training provided by an Indian training provider accredited and recognized by relevant Indian authorities.

- g) 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. NSDC will transfer all visa application forms, passports and additional documents to the Consular Division of the Israeli Embassy in India.
 4. 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.
 5. 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, they shall issue each applicant a visa, allowing him to enter Israel in order to care for the PWD 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 via the placement bureau or other body authorized by PIBA for this Implementation Protocol-B. 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.
 6. 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 caregivers in connection with their recruitment and in connection with the Basket of Services as per this Implementation Protocol-B and the Agreement shall be only as stipulated in **Addendum A** to this Implementation Protocol-B.

2. Both Cooperating Authorities shall take all reasonable necessary steps to prevent the illegal collection of fees or payments from applicants or caregivers in connection with their recruitment as per this Implementation Protocol-B and the Agreement, directly or indirectly, in either country.
3. NSDC will assist the caregiver in paying permitted payments for the Basket of Services as stipulated in Addendum A and Addendum B, according to the relevant Israeli legislation. For avoidance of doubt, any permitted sums collected from the workers by the Placement Bureaus shall be according to the relevant Israeli legislation in force at the time the sums are collected.
4. The selected applicants shall bear the costs of their travel expenses within India as well as the costs of plane tickets to and from Israel, which shall be paid directly to the airlines.

Article 11
Pre-departure Orientation

1. Before departure, NSDC shall conduct an orientation for the selected employees in accordance with materials agreed upon with PIBA, in which they will *inter alia*, receive information concerning the following:
 - a. SEC details;
 - b. Caregiver/employer rights and obligations in Israel (including the caregiver's requirement to leave Israel as soon as the legal employment period in Israel has ended);
 - c. Culture of Israel;
 - d. Geriatric care;
 - e. Information concerning geographic and other limitations regarding changes of employment after arrival in Israel;
 - f. Post arrival and emergency contact information in Israel including the phone number of the call center for foreign workers operated by PIBA in the English and Hindi language in Israel for worker complaints and questions after arrival in Israel (hereinafter: the "Call Center"), and the contact details of the Commissioner.
2. As part of the orientation, the applicants will be informed of a website address provided by PIBA, containing a Foreign Workers Rights Handbook in English and Hindi setting out their rights and obligations in Israel.

Article 12
Entry of Workers

1. NSDC representatives, in coordination with PIBA, shall coordinate the travel of the chosen caregivers to Israel, which will take place in groups (if possible), on dates and times approved in advance by PIBA. NSDC will notify PIBA of the travel itinerary of the workers at least 7 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 and the LOC (if relevant) which he will be asked to present upon entering Israel. The date of the airline ticket purchased must be such that the worker will arrive in Israel within the period set out in the job offer (as soon as possible and no later than 30 days from the date of signing of the SEC).
2. Upon arrival of the caregiver in Israel, he will be met by PIBA representatives, and shall receive a permit for stay and work in Israel, valid for one year, and which may be renewed yearly, subject to PIBA procedures and Israeli legislation.
3. After arrival, the caregiver will be given an original copy of his employment contract signed by the employer, and of the LOC signed by the placement bureau (if relevant), and may be asked to place his original signature on the employment contract and the LOC such that each party holds a copy of the documents bearing original signatures. In addition, if relevant and pursuant to **Addendums A and B**, the caregiver will give the placement bureau representative the pre prepared bank check or proof of bank transfer, and the representative will issue the caregiver a receipt for that sum.
4. PIBA shall inform the placement bureau of the date and time that the caregiver is scheduled to arrive and of any changes to such. A representative of the placement bureau shall meet the caregiver at the airport and take the caregiver to the home of the PWD as per the SEC.
5. A social worker or other certified representative sent by the placement bureau or other body authorized by PIBA, shall visit the caregiver and the PWD at the workplace. The placement bureau or other body authorized by PIBA shall be responsible for checking that the caregiver is provided with adequate living arrangements in the home of the PWD, as well as legal pay and work conditions and private medical insurance. These visits shall also be used to solve problems in the employment relationship, if such exist, as well as to instruct the caregiver as needed.

6. If the caregiver is found after arrival in Israel and subject to a hearing, held by the Government of Israel to be lacking the required skills for employment as a caregiver or should he fail to comply with the terms of the SEC or declarations mutually agreed upon between 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 the prerequisites defined by the Cooperating Authorities, or if the caregiver violates Israeli laws or regulations or has presented false information in the course of his recruitment, a decision shall be taken concerning his visa and work permit, including possible deportation to India at his own expense and prohibition from returning to Israel, as per Israeli Law.
7. After arrival in Israel, the caregiver may contact representatives of the placement bureau or other body authorized by PIBA for this Implementation Protocol-B, in case of questions and difficulties. The caregiver may also contact the Call Center in Israel or the Commissioner, to receive assistance in case of, questions and complaints including difficulty in performing employment/ any kind of violation/abuse, or any issues relating to any other areas concerning Care givers employment and stay in Israel.
8. After arrival in Israel and as set out in the SEC, the employer shall be responsible for providing private medical insurance whose provisions are as set out in Israeli legislation and the medical insurance policy, for the Caregiver during his period of legal employment by the Employer (the Employer may deduct a portion of the cost of the medical insurance as set out in regulations from the salary of the Caregiver as participation in the cost of the medical insurance).
9. The employer shall also be responsible for insuring the Caregiver under the National Insurance Institute of Israel during the period of his legal work in Israel for the employer, in the following branches: work accidents, maternity leave and insolvency (including death of an employer whose estate is declared insolvent), as set out and subject to the provisions of the National Insurance Law of Israel.

Article 13
Return of Workers

1. At the end of the period in which the caregiver may legally remain in Israel in accordance with relevant Israeli laws and regulations, the caregiver must leave Israel immediately. The government authorities of India shall cooperate with PIBA as necessary to ensure that the employees understand and fulfill this requirement.

2. NSDC and PIBA shall cooperate as necessary to ensure that the foreign caregivers 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. MSDE 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-B, including resolving any problems which may arise.

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 Implementation Protocol-B and any activity hereunder shall be in accordance with the respective applicable laws, regulations, rules, procedures and mechanisms of each Country.
2. PIBA may be assisted in the implementation of this Implementation Protocol-B by other competent official Israeli bodies or by a non-profit organization.
3. PIBA at its discretion may authorize bodies or persons other than placement bureaus to carry out all or some of the functions set out in this Implementation Protocol-B as functions to be carried out by placement bureaus. In such a case, PIBA will notify MSDE of the change and of the identities of the relevant authorized bodies or persons, and of the necessary adjustments to the provisions of this Implementation Protocol-B.
4. The employment in Israel of workers in the framework of this Implementation Protocol-B, is subject to the number of job offers

- received from eligible employers in Israel as per the procedures set out in this Implementation Protocol-B. Nothing in this Implementation Protocol-B 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 have been charged, either in Israel or in India, either Party to the Agreement may apply Article 13 (6) to the Agreement. Should it be determined that the caregivers lack the conditions set out in this Implementation Protocol-B, 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 reasonable necessary steps to prevent training institutions, applicants or anyone on their behalf from having direct or indirect communication with the Israeli employers or placement bureaus or any representative on their behalf. All such contacts must be made through PIBA. Training institutions or anyone on their behalf shall not charge applicants or employees before or after their arrival in Israel, any sum exceeding the permitted expenses for participation in the training as per **Addendum A**. If it is found that a training institution is in breach of such conditions, PIBA may consider discontinuing recruitment of applicants who hold certificates from such institution.
 7. Both Cooperating Authorities shall take all of the reasonable necessary steps to prevent direct and indirect contact between caregivers and placement bureaus or employers before arrival of the caregivers in Israel, as it is agreed that all such contacts must be made through PIBA.
 8. All matters necessary for the implementation of this Implementation Protocol-B during the period of COVID-19 pandemic (such as vaccinations, prior COVID-19 testing, isolation, etc.) will be notified by PIBA to NSDC , prior to arrival of caregivers (on an ongoing base), in light of COVID-19 pandemic situation in both countries at that time, and subject to the applicable Israeli Law and regulations.

Article 16
Final Clauses

1. This Implementation Protocol-B shall come into effect on the date of its signature by both Cooperating Authorities, subject to the entry into force of the Agreement.

3. The Cooperating Authorities may modify this Implementation Protocol-B by mutual consent in writing, affirmed through an exchange of Diplomatic Notes.
4. This Implementation Protocol-B is valid for the period for which the Agreement is in force.
5. The addendums to this Implementation Protocol-B shall form an integral part of Implementation Protocol-B.
6. Notwithstanding the above, either Cooperating Authority may terminate this Implementation Protocol B at any time by sending a Diplomatic Note to the other Cooperating Authority at least six (6) months prior the requested termination date.

Signed in New Delhi on the 3 day of November 2023, which corresponds to the 19 day of Heshvan of 5784, in the Hebrew calendar, in two originals, in the Hebrew, Hindi and English languages, all texts being equally authentic. In case of divergence of interpretation of this Implementation Protocol-B, the English text shall prevail.

**On Behalf of
the Ministry of Skill Development
and Entrepreneurship**

**the Government of the Republic
of India**

**On Behalf of the
Population and Immigration Authority**

Government of the State of Israel



Name: (अतुल कुमार तिवारी/Atul Kumar Tiwari) **Name:** Naor Gilon

Designation: सचिव / Secretary
कोशल विकास और उद्यमिता मंत्रालय
Ministry of Skill Development and Entrepreneurship
भारत सरकार, Govt. of India
नई दिल्ली/ New Delhi-110001 **Designation:** Ambassador Plenipotentiary
of the State of Israel to India

Date:

Date:

ADDENDUM A

**ESTIMATED EXPENSES FOR PARTICIPATING IN
IMPLEMENTATION PROTOCOL - B**

**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
HOME-BASED CAREGIVERS**

This Addendum-A shall form an integral part of Implementation Protocol-B for Home based caregivers (hereinafter referred to as "Implementation Protocol-B") 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 as the "Agreement") and shall be read together with Implementation Protocol -B and the Agreement.

The Applicant paying for the following services, will receive receipts or confirmations for each service rendered from the body providing such service.

The sums mentioned are the maximum sums which may be charged for each service provided.

Content	Cost			Remarks and Clarifications
	US Dollar (USD)*	Rupee (local currency)	Shekel (NIS) (local currency)	
Medical Examination Fee		₹ 5,500/-		
Fee for Police Report		₹ 500/-		

Passport Issuance Fee		₹ 2,000/-		
Visa Fee				Fee for services rendered by the Visa Service Company (if relevant)
NSDC Registration and Processing fee (including pre-departure orientation carried by NSDC)		₹ 10,000/-		
Flight expenses (one way). For the avoidance of doubt, at the end of his employment period, the worker will be required to pay his return		Market Cost		price depends on the various market costs.

ticket.				
Recorded Uploaded Video Interview Costs		Included in the "NSDC processing fee"		If carried out by NSDC.
		<p>The sum will be decided and agreed upon by the Cooperating Authorities at a later stage</p> <p>The Fee for video interview (if carried out by an NGO on behalf of PIBA), will be paid directly to the NGO.</p>		If carried out by a nonprofit body on behalf of PIBA.
Payments for basket of services to be received by the caregiver throughout his permitted stay in Israel			An initial payment to be transferred by the caregiver before arrival in Israel, of NIS 3419.45 plus VAT (currently	<ul style="list-style-type: none"> Sums set out in Israeli regulations for a basket of services to be received from responsible PB as per specified in the LOC which may be updated periodically as

			<p>17%) amounts to NIS 4000.75 including VAT, a second payment of NIS 900.13 plus VAT (currently 17%) amounts to NIS 1053.15 including VAT to be paid by the caregiver after 26 months have passed from the date of the caregiver's arrival in Israel and a third payment of NIS 900.13 plus VAT (currently 17%) amounts to NIS 1053.15 including VAT to be paid after 38 months have passed from the date of the</p>	<p>set out in legislation.</p> <ul style="list-style-type: none"> • These sums include an initial payment to be collected prior the arrival of the worker in Israel or not more than 3 days after his arrival in Israel as will be set out in Addendum B to Implementation Protocol B and two additional payments to be collected after arrival of the worker in Israel. <p>The basket of services will include inter alia, the following: social worker supervised visits and evaluation at least twice a year (three times during the first year), assistance in solving problems in the workplace, providing placement with alternate employment, yearly assistance in visa extension, help in obtaining a re-entry</p>
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			<p>caregiver's arrival in Israel (altogether, the three payments total NIS 5,219.71 plus 17% VAT which is equivalent to NIS 6,107.06 including VAT at current rates).</p> <p>The above sums will be updated at the beginning of each calendar year as per the rise in the Israeli cost of living index.</p>	<p>visa and providing help and advice in case of illness etc.</p>
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* The above payment for Basket of Services are determined according to NIS sums. Should the NIS sums change, or should the NIS-USD exchange rate change, the USD sums set out above shall be subject to change according to the relevant NIS-USD currency exchange rate as published by the Bank of Israel.

* The Cooperating Authorities shall inform each other of any requested changes in this chart. Any modification to the chart shall be carried out

in accordance with the modification provision of the Implementation Protocol-B with mutual consent of the Parties.

ADDENDUM B - Home-Based Caregivers

Procedure for Carrying out International Bank Transfers of the "Initial Payment" for Basket of Services Fee to Placement Bureaus by Home-Based Caregivers Arriving in Israel

This Addendum -B shall form an integral part of Implementation Protocol- B for Home based care givers (hereinafter referred to as "Implementation Protocol-B") to the Agreement Between the Government of the Republic of India and the Government of the State of Israel on the Facilitation of Temporary Employment of Indian Workers In Specific Labor Market Sectors in the State of Israel (hereinafter referred to as the 'Agreement') and shall be read together with Implementation Protocol- B and the Agreement.

The Procedure for this Addendum-B shall be as follows:

1. PIBA will provide NSDC with the bank information necessary for international bank transfers to each of the Israeli Placement Bureaus (PBs) and any updates of this information as necessary.
2. At least 8 days prior to each flight of caregivers to Israel, NSDC will ensure that each caregiver has deposited the sum in US dollars (USD)/ NIS equivalent to the Initial Payment, in the appointed bank account of the responsible PB or is holding a cashier's cheque for this sum to be paid to the PB.
3. If the sum deposited or the cashier's cheque as per paragraph 2 above is in USD it will be figured according to the New Israeli Shekel (NIS) – USD currency exchange rate as published by the Bank of Israel on the 21st day preceding the planned date of arrival of the caregiver in Israel . The rates can be found on the following Bank of Israel's official website page:
<https://www.boi.org.il/en/economic-roles/financial-markets/exchange-rates/>
4. NSDC will ensure that each traveling caregiver who has deposited the above sums, will receive confirmation in writing concerning the sums deposited and will carry a copy of the above confirmation with him on his flight.
5. NSDC will ensure transfer of appropriate sums by the caregiver as set out above to the bank accounts of the PBs with whom each caregiver has signed a LOC, no later than the end of two (2) business days following the day of each flight. NSDC will also ensure that the PBs will not be required to pay any bank fees to the bank.

6. NSDC may send by email to PIBA, no later than the business day following the day of each flight, a list of dispatched caregivers who boarded the flight. NSDC will also send by email to PIBA no later than three (3) business days from the date of each flight, the sums transferred, the details of each caregiver for whom sums were transferred and the details of the PB to whom the sums were transferred.
7. When the workers arrive in Israel, they will show the written confirmation of sums deposited as set out above or present the cashier's cheque, to the relevant PB.
8. After the funds arrive in the bank account of the relevant PB or after the cashier's cheque is presented, the PB will be responsible for providing each foreign caregiver with a receipt for the sum received, no later than seven (7) business days after receipt of the sum in their account.
9. In case of problems, such as non receipt of funds, receipt of funds in the wrong amount, etc., PIBA will notify NSDC and NSDC will take necessary steps to solve the problem.
10. NSDC will also provide PIBA with the name, telephone number and email address of an officer in NSDC who may be contacted for International Bank Transfer problem solving.
11. Prior to the arrival of the first batch of workers in Israel, the Contact points will agree on the method of payments unless agreed otherwise.