

# **The Hashemite Kingdom of Jordan**

## **Memorandum of Understanding**

### **Between**

**The Government of The Hashemite Kingdom of Jordan**

### **And**

**The Government of The Federal Democratic Republic of Ethiopia**

### **On The**

### **Employment of Ethiopian Workers**

The Government of Hashemite Kingdom of Jordan and the Government of the Federal Democratic Republic of Ethiopia (hereinafter jointly referred to as the “Parties” and separately as the “Party”);

*Considering* the existing friendly relations between the two countries and their people;

*Cognizant of* the importance of establishing the means of exchange of workforce for mutual benefit of the Parties and build on their respective international commitments on Labour matters;

*Desiring* to promote cooperation and coordination in the recruitment and movement of Ethiopian workers to the Kingdom;

*Reaffirming* the obligations of both countries as members of the International Labour Organization (hereinafter referred to as “ILO”) and their commitments to the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-Up;

*Realizing* the importance of protections for the Labour rights of Ethiopian workers in the Hashemite Kingdom of Jordan;

*Recognizing also* the importance of mutual cooperation to strengthen actions on Labour matters by encouraging consultation and dialogue between Parties on the issues of Labour, assisting workers and employers in each country to comply with Labour laws and working together in maintaining a fair, safe and healthy working environment;

*Have Agreed* as follows;

## **Article 1**

### **The Objective**

The objective of this Memorandum of Understanding (hereinafter referred to as “MoU”) is to strengthen the cooperation on Labour matters between the parties, provide a legal framework for the employment of Ethiopian workers and Jordanian Employers, in order to protect, enhance and enforce the rights of Ethiopian workers in the Hashemite Kingdom of Jordan.

## **Article 2**

### **Definitions**

For the purpose of this MoU unless the context otherwise requires:

1. “Employment Contract” shall mean a contract signed between an employer and a worker regulating the recruitment, conditions of work, rights and duties of the worker as well as the employer and which is made in accordance with this MoU.
2. “Employer” means a natural or juridical person who has employed an Ethiopian worker in the Hashemite Kingdom of Jordan, including domestic worker, to perform work in accordance with the employment contract;



3. "Worker" shall mean an Ethiopian person who is employed in the Hashemite Kingdom of Jordan, including Domestic Worker, and who is engaged in a remunerated activity in the Hashemite Kingdom of Jordan, in return for a wage for an employer and under the latter's management and supervision as defined under the Labour Law of the Hashemite Kingdom of Jordan and in accordance with the provisions of this MoU; and
4. "Domestic Worker" means an Ethiopian worker who has entered into an employment contract with an employer in the Hashemite Kingdom of Jordan to work in a household.

### **Article 3**

#### **The Scope**

1. This MoU shall apply to all Ethiopian Workers that will travel to the Hashemite Kingdom of Jordan for Employment after the entry into force of this MoU.
2. This MoU shall also apply to all Ethiopian Workers that have traveled to the Hashemite Kingdom of Jordan for employment before the entry into force of this MoU as appropriate.

### **Article 4**

#### **Facilitation**

1. The Parties agree to facilitate through the relevant institutions to adopt and develop employment and recruitment procedures of Workers and especially for Domestic Workers within the framework of this MoU and the applicable laws and regulations of both parties.
2. The Parties agree to facilitate conditions that enable Ethiopian nationals to work in the Hashemite kingdom of Jordan within the framework of this MoU and applicable laws and regulations in each party.

### **Article 5**

#### **Competent Authorities**

The Ministry of Labour and Skills of the Federal Democratic Republic of Ethiopia and the Ministry of Labour of the Hashemite Kingdom of Jordan shall be the competent authorities to follow-up on the implementation of this MoU.

## **Article 6**

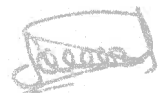
### **Consultations and Exchange of Visits**

The Parties agree to exchange visits and consultations between their respective institutions, exchanging expertise and know-how in the field of creating jobs and employment opportunities and with a view to achieve the objective of this MoU.

## **Article 7**

### **Recruitment Process and Conditions**

1. The Ministry of Labour of the Hashemite Kingdom of Jordan shall provide the Ministry of Labour and Skills of the Federal Democratic Republic of Ethiopia the details of the Labour demand in the Jordanian Market.
2. The Ministry of Labour and Skills of the Federal Democratic Republic of Ethiopia shall select the Workers and send the list to its Jordanian counterpart, which will make the necessary arrangements with the employers. The Ministry of Labour and Skills of Ethiopia shall approve employment contracts of the Workers and Domestic Workers through licensed recruiting / employment agencies.
3. The basic conditions of employment and the rights and duties of both the employers and the Worker shall be specified in the mutually agreed Employment Contract which shall be in line with the relevant laws and regulations of both parties.
4. The Employment Contract shall be written in the Arabic and English languages and in case of discrepancy, the English version shall prevail.
5. The original Employment Contract shall be prepared and copies of the contract shall be given to the Ministry of Labour of the Hashemite Kingdom of Jordan, the employer, the Worker, and the recruitment / employment agencies in Ethiopia and the Hashemite Kingdom of Jordan.
6. The Employer and the worker shall not make any changes to the Employment Contract unless the changes made therein serve the interest of the Worker.
7. The employment of Ethiopian nationals to work in the Hashemite Kingdom of Jordan shall be only through legally licensed recruitment / employment agencies in the Federal Democratic Republic of Ethiopia engaged in such activities or a body entrusted by the Federal Democratic Republic of Ethiopia to carry on such a task.



8. The Parties shall take all administrative and legal measures to prevent recruitment/employment agencies, public employment services or other entrusted bodies from operating as recruitment bodies contrary to the laws and regulations enforced in both parties.
9. The Parties shall ensure that the laws, and practices thereunder, embody and provide protection based on the generally accepted Labour principles including the ILO Declaration on Fundamental Principles and Rights at Work , adopted in 1998 and its amendments including the elimination of discrimination in respect of employment and occupation; providing acceptable conditions of work concerning minimum wages, hours of work and occupational health and safety; and providing Ethiopian Workers with the same legal protections as the other Party's nationals in respect of working conditions.

#### **Article 8**

##### **Employment Conditions and Contract of Employment**

1. The Parties undertake to ensure that the recruitment of Ethiopian Workers is made under the official Employment Contract, which shall be authenticated by the respective competent authorities abiding by the employers and the workers, and the recruitment/ employment agencies.
2. The Employment Contract shall specify the conditions of employment including wage and other benefits including, hours of work, daily meals, accommodation, insurance, medication, leaves, the contract period and the round-trip air ticket.
3. The payment of wages to the Worker shall be in accordance with the terms of the Employment Contract, evidenced by a written receipt or any other form of evidence.

#### **Article 9**

##### **Entrance Visa and Work Permit**

1. The appropriate authorities of the Hashemite Kingdom of Jordan shall issue an entrance visa to the recruited Ethiopian Workers who have signed a valid contract of employment and have fulfilled the immigration requirements.
2. The Ethiopian Workers shall subsequently be issued with valid work permit prior to their departure from Ethiopia and subsequently residence permit in accordance

with the laws regulating residence permit for foreigners that are in force in the Hashemite Kingdom of Jordan.

3. The validity of the work permit shall start as of the date of entry of the worker to the Hashemite Kingdom of Jordan, and shall be renewed for the period of his/her contract.

## Article 10

### Enjoyment of Rights, Safe Working Conditions and Insurance

1. The Parties agree that all Ethiopian nationals who are employed to work in the Hashemite Kingdom of Jordan shall enjoy the same rights, privileges, protection and dignity as other foreign workers engaged in the same employment conditions in the Hashemite Kingdom of Jordan.
2. The Ministry of labour of the Hashemite Kingdom of Jordan shall ensure that the domestic workers will not be subjected to conditions of forced Labour, no holding of passports by Employer or any unauthorized body, restrictions on movement, non-payment of wages, threats, and physical, or sexual exploitation and harassment.
3. The employer shall register the worker other than Domestic Worker in the social security corporation which covers the end-of-service entitlement, compensation for work-related injury including disability of the Worker.
4. The employer shall not transfer the Domestic Worker to work in a place other than that specified in the employment contract or other households.
5. The employer shall cover the Domestic Worker with a comprehensive insurance policy that covers treatment in case of illness, injury due to work as well as being committed to compensate for job injuries as well as transportation of the remains of the Domestic Worker to his/her country and paying wages of the month or days that the domestic worker worked in the month in which the Domestic Worker died and other rights as provided in the laws of the Hashemite Kingdom of Jordan.
6. The validity of the insurance policy shall start in the date of entry of the Domestic Worker to the Hashemite Kingdom of Jordan, and shall be renewed for the period of his / her contract.



7. The Ministry of Labour of the Hashemite Kingdom of Jordan shall monitor the implementation of this provision.

## **Article 11**

### **Resolution of Dispute between the Employer and Worker**

1. In case of dispute between the employer and the Worker, a complaint shall be filed in the Ministry of Labour of the Hashemite Kingdom of Jordan.
2. The mission of the Federal Democratic Republic of Ethiopia accredited to the Hashemite Kingdom of Jordan shall be notified through any channel for complaints, and the representative of the mission can review and know the further action.
3. The Worker shall be notified of her/his right to have consular access.
4. If no amicable settlement is reached, the complaint shall be referred to the competent judicial authorities of the Hashemite Kingdom of Jordan for settlement.
5. The parties shall ensure that the workers have proper access to the legal procedures that protect their rights.

## **Article 12**

### **Payment and Remittance**

1. The employer shall pay wages to the Domestic worker / worker based on the terms and conditions provided under this article and the employment contract.
2. The Minimum wage that the Employer pays to the Domestic Worker shall be a net salary in cash of (275) USD per month.
3. The Joint Committee mentioned in Article (15) of this MoU shall revise the amount of the minimum wage from time to time, and there shall be an increase in the minimum wage every year.
4. The net monthly salary the Employer pays to other workers (professional workers) shall be agreed and indicated in their Contract of Employment.
5. The worker shall have the right to:
  - a. Have a bank account in his/her own name as of the first month of employment; and /or
  - b. Remit his/her income to Ethiopia or elsewhere, at his/her discretion.



6. The wages shall be paid monthly from the first month of his/ her employment and not after seven days from the date the salary becomes due.
7. At the request of the worker, the payment may be paid:
  - a. Through a bank account opened in the name of the worker;
  - b. Through a bank account opened in the worker's name in Ethiopia;
  - c. By transfer to recipient chosen by the worker through one of the officially recognized money transfer service providers in the Hashemite Kingdom of Jordan;
  - d. In cash through a receipt form prepared by the Ministry of Labour of the Hashemite Kingdom of Jordan, in both Arabic and English.
8. The Workers in Jordan shall have the right to remit their income to Ethiopia in accordance with the financial laws and regulations of both countries.

### **Article 13**


#### **Combating Illegal Recruitment and Trafficking**

1. The Parties agree to jointly combat illegal recruitment activities and human trafficking in their countries.
2. The Parties shall share and exchange information regarding illegal recruitment activities and human trafficking in their countries.
3. The Parties shall ensure that legal action is taken against perpetrators of illegal recruitment and human trafficking residing in their jurisdiction.

### **Article 14**

#### **Public Information and Awareness**

The Parties shall ensure that regulations, procedures and administrative rulings of general application relating to any matter covered by this MoU are promptly notified or otherwise made available in such a manner as to enable the interested persons and the other Party to become acquainted with them.





## **Article 15**

### **Joint Committee**

1. The Parties undertake to set up a Joint Committee (hereinafter referred to as the "Committee") comprising equal representatives from each Party.
2. The Committee shall have the following duties:
  - a. Follow up on the implementation of this MoU;
  - b. Monitor the implementation of the recruitment procedures and the fulfilment of the contract of employment;
  - c. Study employment opportunities and suggest measures of technical cooperation, skill enhancement training and to identify and the selection of technically skilled workers;
  - d. Propose the revision of this MoU as may be necessary and to resolve problems or difficulties in its implementation; and
  - e. Discuss issues proposed by either of the parties.
3. The Committee shall meet annually or whenever necessary, at the request of either of the Parties, alternatively at the capitals of the Parties.
4. The date and venue of the meeting shall be decided by mutual consent of the Parties.
5. Each Party shall be responsible for the travel cost and hotel expenses of its delegation to the meetings of the Committee. However, expenses for the working session of the Committee shall be borne by the host country.

## **Article 16**

### **Age Limit**

The Parties agree to take the necessary measures to ensure that Workers below the age of eighteen (18) years are not recruited.

## **Article 17**

### **Trainings**

The Ministry of Labour and Skills of the Federal Democratic Republic of Ethiopia undertakes to provide training for the workers before their departure and provide them with a training certificate.



## **Article 18**

### **Working Hours and Leave**

1. The Employer shall fulfill all the requirements according to the Jordanian Labour law and bylaws related to Domestic workers which includes working hours, annual paid leave, and paid sick leave, without any discrimination.
2. The working hours of the worker shall not exceed eight (8) working hours per day or forty-eight (48) working hours per week and in accordance with the Jordanian Labour law.

## **Article 19**

### **Responsibilities of the Government of the Federal Democratic Republic of Ethiopia**

The Government of the Federal Democratic Republic of Ethiopia shall ensure that:

1. The recruitment and preparation for deployment of Ethiopian Domestic worker to the Hashemite Kingdom of Jordan are in accordance with the existing legal framework in Ethiopia;
2. Ethiopian workers, including Domestic workers, to be deployed in the Hashemite Kingdom of Jordan have the necessary qualifications, and are healthy and physically fit to perform the work for which they are being employed and within the age limit not less than eighteen (18) years;
3. The workers are provided with the necessary pre-departure training, proper briefing/orientation on relevant laws, regulations, policies, procedures, norms, cultures, and practices in the Hashemite Kingdom of Jordan.
4. The domestic worker / worker who will be recruited in the Hashemite Kingdom of Jordan has no criminal record.
5. The recruiting / employment agencies of the Federal Democratic Republic of Ethiopia fulfill the before mentioned sub articles (2, 3, and 4).

## **Article 20**

### **Responsibilities of the Government of the Hashemite Kingdom of Jordan**

The Government of the Hashemite Kingdom of Jordan shall:

1. Ensure that applications for the employment of an Ethiopian workers shall indicate the job specifications, required qualifications, types of jobs for which recruitment is proposed as well as the terms and conditions of employment offered including wages, accommodation and transportation when applicable, allowances and other benefits provided for in the applicable laws and regulations and any other details required by the Ministry of Labour of the Hashemite Kingdom of Jordan;
2. Ensure that the welfare and rights of workers, including Domestic workers, employed in the Hashemite Kingdom of Jordan are promoted and that Ethiopian workers enjoy no lesser rights, privileges, protections than foreign workers engaged in the same employment activities in the Hashemite Kingdom of Jordan;
3. Give recognition and legal force for the Employment Contract;
4. Ensure the rights of Ethiopian workers in the Hashemite Kingdom of Jordan;
5. Ensure that Ethiopian workers, including Domestic workers are not subjected to conditions of forced Labour as defined under the relevant ILO Convention, Declarations and principles; and
6. Facilitate the expeditious settlement of disputes between the employer and the worker.

## **Article 21**

### **Common Responsibilities of the Parties**

1. The Parties agree to jointly combat illegal recruitment activities and human trafficking in their countries.
2. The Parties shall ensure compliance with their respective laws, rules, and regulations by recruitment / employment agencies and take legal action against recruitment / employment agencies that contravene the laws of the countries and

involve in any conduct that harms the rights of the worker, including Domestic workers.

3. The Parties shall take the necessary administrative and legal measures to prevent recruitment / employment agencies and individuals from working as recruitment bodies in a way that violates this MoU and the laws and regulations of either country.
4. The Parties shall cooperate to itemize and identify all costs associated with recruitment and deployment of workers and continuously update the itemized list.
5. The Parties shall cooperate to combat and take legal action against all manifestations of forced Labour and trafficking in persons and to grant workers full and gender-sensitive legal protection.
7. The Parties shall cooperate to design and deliver pre-departure and post-arrival worker and employer orientation programmes.
8. The Parties shall cooperate to align their respective occupational standards to facilitate the acquisition and mutual recognition of the relevant Labour skills.
9. The parties shall make sure that any recruiting / employment agencies from both sides shall operate and fulfill the provisions of this “MoU”

## **Article 22**

### **Dispute of Settlement**

Any dispute between the Parties arising out of the interpretation and/or implementation of this MoU shall be settled amicably through consultation between the Parties.

## **Article 23**

### **Amendments**

1. This MoU may be amended by mutual consent of the Parties through the exchange of notes.
2. Any amendment made to this MoU in accordance with the forgoing sub-Article shall form an integral part of this Agreement.

**Article 24**

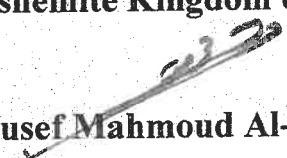
**Entry into Force**

1. This MoU shall enter into force on the date the Parties exchange the note indicating that the requirements under the domestic laws of the parties for its entry into force have been completed. The date of the later notification shall be the date for entry into force.
2. This MoU shall remain in force for a period of five (5) years and shall automatically be renewed for similar consecutive periods unless it is terminated by either Party by giving a prior written notice of six (6) months of its intention to terminate it through diplomatic channels.
3. The termination of this MoU shall not affect the validity of any Employment Contract signed within the framework of this MoU until its completion.

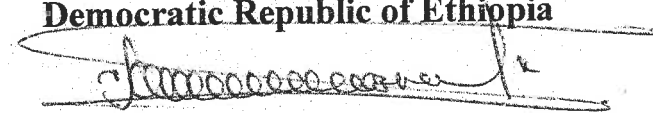
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this MoU, in four original copies, in the English and Arabic languages, both texts being equally authentic. In case of discrepancy in interpretation, the English text shall prevail.

DONE in Amman – Jordan on July 12<sup>th</sup> / 2023.

**For the Government of the  
Hashemite Kingdom of Jordan**

  
**Yousef Mahmoud Al- Shamali  
Minister of Industry, Trade and  
Supply and Minister of Labour**

**For the Government of the Federal  
Democratic Republic of Ethiopia**

  
**Muferihat Kamil Ahmed  
Minister of Labour and Skills**

