

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE STATE OF ISRAEL

AND

**THE GOVERNMENT OF THE REPUBLIC OF
MOLDOVA**

**REGARDING THE TEMPORARY EMPLOYMENT
OF WORKERS FROM THE REPUBLIC OF
MOLDOVA IN SPECIFIC SECTORS IN THE
STATE OF ISRAEL**

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

Whereas the recruitment and temporary employment of foreign workers in the State of Israel is carried out in accordance with the Israeli Law in force, the state of Israeli national labor markets, and GOI'S policy regarding the sectors in which such employment shall be 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;

Whereas the Parties wish to ensure legal, fair and well informed recruitment and temporary stay of Moldovan workers arriving for temporary employment in Israel in the sectors and according to procedures agreed upon by the Parties and set out in Implementation Protocols to this Agreement, as well as the return of Moldovan workers to their country upon the conclusion of their legal stay in Israel;

The Parties hereby agree as follows:

Article 1 – General

1. The term "**Temporary Employment**" shall mean legal employment of a Moldovan national in Israel in a specific sector, by an employer holding a valid permit issued by **GOI** to employ a foreign worker, in accordance with the Israeli national law, regulations, rules, procedures, and government resolutions, for a limited period of time, after which the foreign national 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.
3. Israel shall facilitate issuance of visas and work permits for Moldovan temporary workers recruited under this Agreement in accordance with its national legislation and procedures, for the relevant sector.
4. The maximum number of temporary workers who may be employed under this Agreement in each permitted sector will be as set out in the relevant Implementation Protocol for that sector and will be subject to the number of job offers received from employers in Israel. Nothing in this Agreement or in the

relevant Implementation Protocol shall be construed as an obligation of Israel to recruit workers from Moldova or as giving exclusivity for recruiting workers from Moldova.

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 labour activity or employment in any sector other than the sector for which they were issued a visa and a work permit in Israel.
6. The Parties shall endeavour to take necessary actions, as appropriate, to protect Moldovan temporary workers' rights in accordance with their relevant laws and regulations.

Article 2 - Purposes

The purposes of this Agreement are as follows:

- a. To ensure a legal, fair and well-informed recruitment process for Moldovan nationals arriving for temporary work in Israel according to the principles set out in this Agreement, and to prevent illegal recruitment fees;
- b. To set up a framework for exchange of pertinent information and for ongoing cooperation between the Parties regarding temporary foreign labour issues;
- c. To ensure cooperation between the Parties regarding the recruitment, selection, placement, arrival, employment and return of Moldovan workers to Moldova after their temporary employment in Israel.
- d. To ensure that the Moldovan workers recruited under this Agreement 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 labour and social rights of Moldovan workers carrying out temporary work in Israel throughout the process of recruitment, selection, placement, arrival, employment and return;

Article 3 – General Implementation Provisions

1. The Parties agree that the recruitment of Moldovan temporary workers for work in Israel shall be implemented jointly by **GRM** and **GOI** as set out by mutual agreement of the Parties in Implementation Protocols attached to this Agreement. Each Implementation Protocol shall set out the procedures for recruitment in a specific sector.
2. Amendments to the Implementation Protocols, as well as additions of Implementation Protocols adding additional sectors shall be carried out by mutual agreement of the Cooperating Authorities and affirmed by an exchange of Notes 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 State Party.

Article 4 – Cooperating Authorities

1. The GRM hereby designates the National Employment Agency of the Ministry of Labour, Social Protection and Family (hereinafter referred to as "NEA") and GOI hereby designates the Population and Immigration Authority in the Ministry of Interior (hereinafter referred to as "PIBA") as their authorized representatives under this Agreement (hereinafter: "**The Cooperating Authorities**").
2. The implementation of the Implementation Protocols by PIBA or NEA, may be carried out directly by PIBA or NEA or by a non profit or public competent body as agreed upon by the Parties acting on behalf of GOI or GRM or as authorized by GOI or GRM or by PIBA or NEA. Notwithstanding the above, all activities related to recruitment and receipt of applications by NEA as per this Agreement and any relevant Implementation Protocol will be performed solely by NEA or another authorized governmental body.
3. The Cooperating Authorities shall be responsible for the implementation of this Agreement and the relevant Implementation Protocols.

Article 5- Recruitment Authority

The recruitment of temporary workers in the Republic of Moldova shall be carried out by NEA in cooperation with PIBA as per this Agreement, without the involvement of private recruitment agencies in the country of origin.

Article 6 – General Worker Qualifications

NEA shall take all necessary steps to ensure that the temporary workers recruited in accordance with this Agreement shall have all the necessary skills, training and experience as required for the relevant sector, are in good mental and physical health and hold relevant medical certificates, all as stipulated in the relevant Implementation Protocol.

Article 7- Recruitment Process

1. The Parties agree to take all necessary steps to insure that the recruitment process is transparent, that all relevant information is given to the applicants (including their obligations concerning legal stay and employment in Israel and their return to the Republic of Moldova upon the conclusion of their legal employment period in Israel) and that no fees, other than any permitted payments set out in the applicable Implementation Protocol, shall be collected from the applicants or the workers, directly or indirectly, in either country, throughout the recruitment process.

2. The Parties agree that the details of applicants as set out in the relevant Implementation Protocol, shall be entered in a database to be shared by NEA with PIBA for the purpose of the implementation of this Agreement. An applicant may be recruited as per this Agreement only after he has provided his voluntary written agreement to include his relevant requested details in the shared database.

Article 8- Working Conditions and Social Rights

Subject to the relevant provisions of the Israeli Law:

- 1) Moldovan workers recruited under this Agreement, will have the same labor rights and obligations valid for local workers and shall enjoy equal protection under work place safety legislation.
- 2) The workers will be protected under social security legislation in the branches of work injury, bankruptcy of the employer and maternity.
- 3) The Moldovan temporary workers, have the right to create and to be members in trade unions.

Article 9- Legal Cooperation

The Parties shall cooperate and provide assistance in investigations and prosecutions of offences regarding the matters set out in this Agreement subject to the laws of both State Parties.

Article 10 - Joint Working Committee and Exchange of Information

1. The Cooperating Authorities shall exchange relevant information and updates concerning the existing legislation and procedures regulating labour relations 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 the "Joint Coordination Committee") comprising representatives of the Parties shall be set up for the purposes of solving problems arising out of the implementation of this Agreement.
3. The Cooperating Authorities shall nominate the members of the Joint Coordination Committee.
4. The Joint Coordination Committee shall meet on an annual basis, if requested by either Party, alternately in the State of Israel and in the Republic of Moldova, according to mutually agreed conditions and dates. The Parties will inform each other in writing of the issues they wish to discuss no less than 60 days prior each meeting date.
5. Additional special meetings of the Joint Coordination Committee may be convened in case of urgent matters to be discussed upon a request of each of the Parties.

Article 11- 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 Moldovan workers shall sign a declaration whereby they shall undertake to comply with the conditions for legal employment and stay in Israel, to return to Moldova upon the conclusion of their legal employment period in Israel and fulfill any other procedures, sign additional declarations or provide any other guaranties as agreed upon by the Parties, to ensure compliance with this Article.
3. **GOI** reserves the right to order a national of Moldova to leave its territory in accordance with the Israeli laws, regulations, rules, procedures, and Government resolutions including cases in which. *inter alia*, a worker does not leave the country at the end of his authorized stay, a worker is in breach of the conditions of his visa or permit or of this Agreement, or **GOI** 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 Moldovan workers to Moldova at the conclusion of their legal employment in Israel. They shall also cooperate regarding speedy and effective return to Moldova of Moldovan workers recruited under this Agreement who are residing illegally in Israel.

Article 12 - Dispute Resolution- General

Any dispute, controversy, or claim arising out of or relating to this Agreement, including its invalidity, breach or termination, shall be settled amicably through discussion and negotiation between the Parties.

Article 13- Dispute Resolution between Employers and Workers

Any disputes which might arise between employers and workers, shall be resolved in accordance with the existing legislation of Israel and the relevant mechanisms and national procedures.

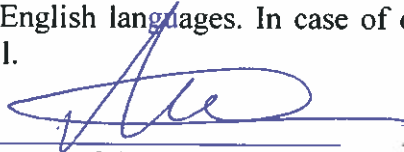
Article 14 - Entry in Force, Duration and Termination of the Agreement

1. This Agreement shall enter into force at the date of the latter of the Diplomatic Notes by which the Parties notify each other of the completion of the internal legal procedures required for the entry into force of the Agreement.
2. Notwithstanding the above, implementation of this Agreement for any work sector shall begin only after the Cooperating Authorities have signed a detailed Implementation Protocol for that specific sector as per Article 3 (2) to this Agreement, which shall include, *inter alia*, the duration of temporary employment.

3. Notwithstanding the provisions of Article 3 (2) of this Agreement, the Parties may amend this Agreement, in writing, by mutual consent. Any such amendment shall enter into force in accordance with the procedure set forth in paragraph (1) of this Article.
4. This Agreement shall be concluded for a term of three years. The Parties may agree to renew the Agreement for additional periods by exchange of Diplomatic Notes.
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 the requested termination date.
6. Notwithstanding the provisions of paragraph 5 above, either Party may terminate or suspend this Agreement with immediate effect, in the event that it finds that illegal recruitment fees, other than permitted payments as set out in the applicable Implementation Protocol, have been collected from the applicants or the workers, directly or indirectly, in either State, throughout the recruitment and placement process.
7. Any person who at the date of termination or suspension already holds a visa issued under the framework of the Agreement will not be affected by its termination or suspension.

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

Signed in Jerusalem on the 16 day of October, 2012, which corresponds to the 30th day of Tishrei of 5773, in the Hebrew calendar, in two original copies, in the Hebrew, Romanian and English languages. In case of divergence of interpretation, the English text shall prevail.



For the Government of the State of Israel



For Government of the Republic of
Moldova