GENERAL TERMS AND CONDITIONS (GTC)
International Recruitment of Nursing Professionals India → Germany

GWS – The Experts | GWS talent transfer GmbH

§ 1 Scope and Recruitment Model

GWS – The Experts, betrieben durch die GWS talent transfer GmbH (nachfolgend „GWS“), recruits and places exclusively nursing professionals from India with German hospitals, inpatient and outpatient care facilities and other suitable employers in Germany under these GTC.

These GTC apply to the recruitment, advisory, preparatory, recognition, visa, matching, placement and integration services provided by GWS. They are made available to nursing professionals in a language they understand well.GWS

All material agreements are documented in writing or in a verifiable text form. Oral side agreements concerning costs, commitments or recruitment conditions are not permitted.

§ 2 Principles of Fair Recruitment

GWS commits to written and verifiable procedures, free recruitment for nursing professionals, limitation of their financial risk, transparency of structures, services and costs, sustainability and participation, and overall responsibility for the complete service chain.

These principles also apply to Indian recruitment partners, language schools, document service providers, consultants, freelancers, referral agents, subagents and other third parties acting on behalf of GWS.GWS

§ 3 WHO, ILO and Human Rights

GWS observes the WHO Global Code of Practice on the International Recruitment of Health Personnel and reviews the current WHO Health Workforce Support and Safeguards List. The country review for India is documented and updated regularly and as required.

GWS and its partners observe the ILO core labour standards, the ILO General Principles and Operational Guidelines for Fair Recruitment, including the Definition of Recruitment Fees and Related Costs, the UN Guiding Principles on Business and Human Rights, and applicable human rights standards.

Discrimination, deception, intimidation, retention of original documents and any form of improper economic dependency are prohibited.

§ 4 Employer-Pays Principle

The entire regular recruitment and placement process is free of charge for the nursing professional. GWS charges neither direct nor indirect recruitment fees or costs directly related to placement.

The Employer-Pays Principle applies throughout the entire service chain. Costs may not be shifted to the nursing professional through partners, recruiters, language schools, document service providers or other third parties.

Prohibited charges include, in particular, placement and success fees, registration fees, deposits, security payments, recruiter or subagent commissions, and contractual penalties for rejecting a job or ending the recruitment process.

The German employer bears the agreed recruitment and placement costs. GWS documents the allocation of costs in a cost matrix.

If, contrary to the payment prohibition, a nursing professional has paid reimbursable costs to a partner engaged by GWS , GWS investigates the matter without delay and ensures reimbursement in accordance with the Employer-Pays Principle.

§ 5 No Binding or Repayment Obligations

GWSGWS does not impose on nursing professionals any binding or repayment obligations for placement, recruitment, recognition, visa, translation, certification, document, interview or other costs directly related to placement.

Rejecting a job offer or ending the recruitment relationship does not trigger any contractual penalty, deposit, placement fee or repayment of such costs.

GWSGWS does not place a nursing professional into an employment contract containing impermissible placement-related binding, repayment or contractual penalty clauses.

§ 6 Language Qualification

Language qualification and recruitment are transparently separated. A fee-based language school may not be used as a means of shifting recruitment costs to the nursing professional.

Where GWS sets a specific language level as a condition for admission to the recruitment programme, a documented procedure is established to review and reimburse demonstrably incurred language-course costs that are reimbursable under the applicable quality criteria.

By GWS oder im Auftrag von GWS organised language qualification that forms part of the recruitment programme is not charged to the nursing professional as a recruitment fee.

§ 7 Information Brochure and Prior Information

GWS publishes the current official KDA information brochure on migration for employment in nursing in Germany in German and in the officially available language versions relevant to the India programme.

Each nursing professional receives the brochure free of charge and verifiably before concluding the recruitment agreement. Date of dispatch, version, language and access are documented.

The recruitment agreement is concluded only after the prescribed prior information has been provided and the period required by the quality criteria has been observed.

§ 8 Recruitment Agreement and Individual Process

Each nursing professional receives the recruitment agreement and GTC in a language they understand well. For India, at least German and English versions are provided; additional Hindi comprehension aids may also be offered.

GWS explains before conclusion of the agreement the individual recruitment and recognition process, including language qualification, recognition, matching, job interview, employment contract, visa, entry, compensation measure, professional recognition and integration.

An individual process plan with contact persons, status and next steps is maintained for each nursing professional. Recruitment services and voluntary additional services are clearly separated.

§ 9 Matching and Free Choice of Workplace

GWS takes into account qualifications, professional experience, personal wishes, preferred field of work, location preferences and integration conditions.

The nursing professional is not obliged to accept a proposed employer or workplace and may reject an offer without giving reasons.

Rejection results in no sanctions, penalties, repayment claims, recruitment fees or other disadvantages. If no match is achieved, GWS may propose other suitable employers.

§ 10 Workplace Information and § 299 SGB III

Before concluding the employment contract, the nursing professional receives written and understandable information about the employer and facility, place of work, start and duration, duties before and after recognition, working hours, gross remuneration and intended deductions, leave, probationary period, notice periods, collective agreement, relevant works/service agreements, integration measures, language support and contact persons.

The statutory information obligations for cross-border private employment placement, in particular under § 299 SGB III as amended, are complied with.

The information is provided in sufficient time to observe the decision period required by the quality criteria before the employment contract is signed. Dispatch and receipt are documented. Current independent counselling services are identified.

§ 11 Job Interview

Before the employment contract is concluded, a personal or virtual interview takes place between the nursing professional and the employer. The nursing professional may ask questions about duties, remuneration, working hours, recognition, housing, integration and induction.

GWS documents the date, participants and conduct of the interview.

§ 12 Recognition Procedure

GWS transparently supports the nursing professional in the recognition procedure under the Nursing Professions Act (Pflegeberufegesetz – PflBG) and provides information on the competent authority, documents, notices of deficits and the compensation measures generally available.

For third-country qualifications, these include in particular the knowledge examination and adaptation course. Where the law provides a choice, the applicant nursing professional decides freely; improper pressure in favour of a particular compensation measure is prohibited.

The costs and cost bearers of the recognition process are disclosed transparently and handled in accordance with the Employer-Pays Principle.

§ 13 Obligations of German Employers and Integration

The employer provides suitable measures for workplace and social integration, language support and induction and informs GWS thereof in writing.

These include, in particular, contact persons before and after entry, an induction plan, mentor or buddy, support with accommodation and orientation, registration, health insurance, bank account and dealings with authorities, language support, recognition support and conflict prevention.

The employer employs and remunerates the nursing professional in accordance with applicable statutory, collective bargaining and contractual requirements.

The employer may not transfer placement-related costs to the nursing professional or circumvent the Employer-Pays Principle through side agreements.

§ 14 Clients, Business Partners, Service Chain and Audit Rights

GWS subjects relevant clients, business partners and other service providers throughout the service chain to a risk-based review before and during cooperation. The review covers in particular compliance with these GTC, the GWS Policy Statement and the contractually passed-on requirements of the RAL Quality Mark “Fair Recruitment Healthcare Germany”.

GWS has general as well as event-driven audit, information, inspection and evidence rights vis-à-vis clients, business partners and other third parties involved in the service chain. These rights serve in particular to identify and assess potential and actual human-rights risks and violations of the Employer-Pays Principle, the prohibition of candidate fees, requirements concerning binding and repayment clauses, and transparency, information, integration, data-protection and documentation obligations.

Contracting partners shall provide GWS with the information and evidence required for such reviews and shall cooperate in appropriate preventive and remedial measures. Additional subagents, referral agents, recruiters or other subcontractors may be used within the service chain only in accordance with contractual structures approved by GWS and, where required, with GWS’s prior written consent.

Serious or repeated violations of these GTC, the GWS Policy Statement or the requirements of the RAL Quality Mark “Fair Recruitment Healthcare Germany” that have been contractually agreed as binding for the cooperation entitle GWS to terminate or end the cooperation for cause. This applies in particular where a contracting partner fails to remedy identified violations within a reasonable period after being requested to do so, or refuses a required audit or the provision of appropriate evidence.

In the event of serious violations, in particular the charging of impermissible candidate fees, deception, coercion, discrimination, retention of original documents or any other substantial risk to the rights of a nursing professional, GWS is entitled to terminate the cooperation with immediate effect without a prior remedial period.

§ 15 Complaints Management

GWS maintains a free, confidential and easily accessible complaints channel with direct access to GWS in Germany. The nursing professional is not required to complain first to an Indian recruitment partner.

The procedure governs receipt, acknowledgement, responsibility, review, remedy, escalation and closure. Complaints are handled within the periods required by the quality criteria; the maximum processing time is generally three weeks.

All complaints are documented in a complaints register. Disadvantaging a person because of a complaint is prohibited. The complaints procedure is published and made available at least in German and English.

§ 16 Data Protection, Audit Access and Candidate Surveys

GWS processes personal data in accordance with applicable data protection law. Data flows between India and Germany, responsibilities and legal bases are documented.

The contractual documents permit the independent auditor in the RAL audit procedure to inspect actually concluded contracts and recruitment files in compliance with data protection law.

Nursing professionals are transparently informed that random written surveys and, where issues arise, personal interviews may take place during the audit procedure.

Data are transferred only to the extent necessary to employers, authorities, recognition bodies, service providers and audit bodies.

§ 17 Documentation and Evidence

GWS documents for each recruitment case in particular the initial contact, information brochure, recruitment agreement, language qualification and costs, recognition, matching, workplace information, job interview, employment contract, visa and entry, integration and cost control.

Specific evidence is maintained for every audit-relevant indicator. A mere statement that a process is followed does not replace evidence.

GWS maintains an up-to-date list of nursing professionals in the programme and those placed, and keeps the files required for sampling available for audit.

§ 18 Termination and End of Recruitment

The nursing professional may end the recruitment relationship subject to the reasonable notice period specified in the recruitment agreement. The right to terminate for good cause remains unaffected.

Termination does not result in repayment of placement, recognition, visa, translation, certification or other costs directly related to placement and does not trigger a contractual penalty.

GWS may terminate for good cause, in particular in cases of intentional deception concerning material qualifications. The Employer-Pays Principle remains unaffected.

§ 19 Remuneration

The remuneration of GWS is agreed exclusively with the German client or employer. The recruitment service is free of charge for the nursing professional.

Payment schedule, due dates and service components are regulated transparently in the employer agreement. Remuneration may not be passed on indirectly to the nursing professional.

§ 20 Quality Assurance and Version Management

GWS reviews the policy statement, GTC, contract templates, cost matrix, partner agreements, complaints procedure, information materials and operational processes regularly and whenever the quality criteria or legal framework change.

Changes are versioned, approved and assigned an effective date. For the RAL process, GWS specifies a cut-off date from which only the approved quality-mark-oriented contract versions are used.

At the time the quality mark is awarded, all ongoing audit-relevant contracts must be available in the required compliant version.

§ 21 Liability

The liability of GWS is governed by statutory provisions. Mandatory liability, in particular for injury to life, body or health and for data-protection claims, remains unaffected.

GWS owes careful recruitment and support services unless expressly agreed otherwise. The success of official recognition, visa or residence decisions cannot be guaranteed.

§ 22 Final Provisions, Governing Law and Jurisdiction

The law of the Federal Republic of Germany applies unless mandatory provisions provide otherwise.

Amendments and additions are documented in writing or suitable text form for reasons of verifiability.

Where a jurisdiction agreement is legally permissible, the place of jurisdiction is Munich. Mandatory statutory jurisdictions, in particular those protecting consumers or employees, remain unaffected.

If individual provisions are or become invalid, the validity of the remaining provisions remains unaffected. The statutory provisions apply in place of the invalid provision.