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Ministry of Labour

## Memorandum of Understanding

### On Cooperation for Protecting Human Rights of Workers

#### Between

1. International Labour Organization (ILO)/ "Better Work/Jordan" Programme, hereinafter referred to as the "first party" and represented by the Programme Manager.
2. Ministry of Labour (MoL), hereinafter referred to as the "second party" and represented by the Minister of Labour.

#### Preamble

Whereas the "Better Work/Jordan" programme aims to expand decent work opportunities for workers in factories; improve the industrial competitive capacity through enhancement of the economic performance at the level of companies and reinforce compliance with the Jordanian Labour Law and ILO Core Labour Standards;

Whereas the Ministry of Labour is responsible for protecting workers' rights, and monitoring the proper implementation of the Labour Law in this regard, including the provisions related to the child labour, forced labour, human trafficking, sexual abuse and occupational safety and Health (OSH);

Whereas both parties implement a protocol they signed on July 20, 2010 concerning the violations of human rights in the work environment at the garment companies and factories participating in "Better Work/Jordan" Programme. Under such protocol, both parties cooperate for ascertaining and rectifying violations thereof; whereas there is also an action plan signed by both parties at the same date for provision of training to their personnel for this purpose; and

Whereas both parties intend to extend this cooperation by covering further garment companies and factories enrolled in "Better Work/Jordan" Programme in addition to all companies and factories benefitting from the EU-Jordan Partnership Committee Decision No. 1/2016 dated on 19/07/2016 on Simplification of Country of Origin Rules for Exportation to the European Union (EU).

Now therefore, both parties agree as follows:

- **First:** The forgoing preamble shall be considered and read as an integral part of the MOU.
- **Second:** This MOU includes all forms of human rights' violations at workplace, particularly in the areas of child labour, human trafficking, forced labour and sexual abuses; i.e. violations that pose threats to workers' safety and health as shown in Annex (I).



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- **Third, under this MOU, the following companies are subject to follow-up:**
  1. Garment companies and factories participating in “Better Work/Jordan” Programme according to the instructions of 2010 issued by the Ministry of Labour in relation to this programme; and
  2. All companies and factories benefitting from the EU-Jordan Partnership Committee decision No. 1/2016 dated 19/07/2016 on Simplification of Country of Origin Rules for Exporting to the European Union (EU).
- **Fourth:** Both parties shall cooperate in liaising with the participated companies subject to follow-up under this MOU, organize events for raising awareness about the “Better Work/Jordan” Programme, legal requirements of the programme, their obligations against their workers and how to satisfy them to the fullest and the legal procedures imposed on any entity should any violations committed thereof.
- **Fifth:** The first party shall notify the second party - with any information its advisors are aware of or come to their knowledge in any way during their inspections at the companies about any violations or potential violations as explained in paragraph “Second” herein - within 24 hours from the time of being aware thereof. The Central Inspection Directorate at MoL shall be responsible for receiving this information from the first party.
- **Sixth:** The second party shall commence the investigation's procedures regarding the information received from the first party within 24 hours from the time of being notified thereof. Upon end of the investigation, the first party shall be provided with the investigation results in writing including the actions which will be taken by the MoL's competent entities or any other competent authorities for rectifying the situation and taking the punitive actions against the violator according to the proposed actions in Annex II.
- **Seventh:** In implementation of this MOU, both parties shall protect the victims of any violations covered under this MOU along with their interests and not exposing them to any other risks. Both parties shall also maintain confidentiality the discovered information, taken actions, and issued reports thereof.
- **Eighth:** Upon signing of this MOU, the second party shall amend the “Instructions of obligating certain ready-made clothes companies to participate in the (Better Work/Jordan) programme of the International Labour Organization and International Funding Organization for 2010”, pursuant to Article (11) of Labour Inspectors Regulations of 1996. Such instructions shall cover the companies benefitting from the EU-Jordan Partnership Committee decision No. 1/2016 dated 19/07/2016 on Simplification of Country of Origin Rules for Exportation to the European Union.



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- **Ninth:** each party shall appoint a liaison officer on its behalf for monitoring the implementation of this MOU. However, both parties shall convene joint meetings on a quarterly basis at least or when necessary. The first party's advisors and the concerned second party's inspectors shall attend these meetings in order to discuss any relevant issues thereof, means of improving both parties' performance and sharing experience between them.
- **Tenth:** Both parties shall organize joint training programs to their personnel concerning the implementation of this MOU's provisions, improvement and expansion of their knowledge and skills according to the Cooperation Plan as detailed in Annex III.
- **Eleventh:** This MOU shall come into effect from its signing date, and it may not be amended unless with a written MOU signed by both parties.
- **Twelfth:** This MOU and the three annexures enclosed therewith are made in Amman on 4/12/2016 in Arabic and English languages on two duplicates, each party has a copy thereof.

H. E. Ali Al Ghezawi

Minister of Labour

Mr. Tareq Abu Qaoud

"Better Work Jordan" Programme Manager



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