

General Terms and Conditions for the Placement of Healthcare Professionals (GTCP)

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The African German Health Association e.V. (AGHA) promotes exchange and collaboration between the African and German healthcare sectors to improve the integration of foreign healthcare professionals. We provide tailored services that meet the needs of both professionals and healthcare facilities. Our goal is to address the shortage of skilled workers through sustainable solutions while enhancing the quality of care in German healthcare institutions. We are committed to ensuring that both caregivers and organizations benefit from successful, long-term integration.

The following text uses the masculine form. This form explicitly includes all female and non-binary genders.

In the following text, the General Terms and Conditions for the Placement of healthcare professionals (GTCP) will be abbreviated as General Terms and Conditions.

§ 1 General Provisions

1. Contracts placed by clients with AGHA for the provision of personnel placement and integration services are based on these General Terms and Conditions. These terms apply for the entire duration of the cooperation, even if payments are made by third parties.
2. Cooperation with business partners is also governed by these General Terms and Conditions. These terms apply throughout the partnership, including cases where payments are made by third parties. Business partners acknowledge the validity of these terms to ensure transparent and seamless collaboration.
3. Cooperation with healthcare professionals (hereinafter referred to as "HP") is based on these General Terms and Conditions. These terms apply for the entire duration of the collaboration and are binding for all parties involved.
4. These General Terms and Conditions are exclusively valid. Terms proposed by other parties are only applicable if AGHA explicitly agrees to them in writing.
5. Should any provision of these General Terms and Conditions be deemed invalid, the validity of the remaining provisions remains unaffected.
6. These General Terms and Conditions are designed to ensure the security and transparency of all parties involved. All parties must adhere to these terms to establish the legal framework for successful and fair collaboration.

§ 2 Services Provided to the Client

1. AGHA informs its clients about the Statement of Principles of the Placement of HPs, which outlines AGHA's ethical and legal standards during the placement process.
2. The client commissions AGHA to place international HPs who can initially work in Germany as nursing assistants and, after their qualifications are recognized, as certified nursing professionals.
3. The client enters into an employment contract directly with the respective HP. AGHA is not a contracting party and does not assume the role of employer or trainer.

4. AGHA has notified the competent authority in accordance with § 14 para. 1 sentence 1 of the German Trade Regulation Act (GewO) regarding its commercial personnel placement services and holds confirmation of the notification's receipt in accordance with § 15 para. 1 GewO.

§ 3 Services Provided to Business Partners

1. AGHA informs its business partners about the Statement of Principles on the Placement of HPs, which outlines AGHA's ethical and legal standards during the placement process.
2. AGHA educates its business partners about potential risks in the placement process and the measures taken to mitigate these risks, ensuring maximum transparency in the placement of HPs.
3. AGHA commissions its business partners to deliver the services specified in the contract accurately and at AGHA's discretion, ensuring high-quality and effective collaboration.

§ 4 Services Provided to International HPs

As part of the placement process, AGHA offers the following services:

1. Management of all administrative tasks, including emigration and immigration procedures, recognition and supplementary qualification processes, and document management - depending on the package selected by the employer; otherwise, these services are managed by the employer.
2. Language courses in the HP's home country.
3. Training on cultural and caregiving practices in the HP's home country.
4. An integration program designed to support the HP's operational, social, and emotional integration.
5. Cultural preparation for employers and their existing teams.
6. The international HP is free to decline additional services that are not directly related to the placement process.

§ 5 General Statement of Principles for the Placement of International HPs

The following principles, including the separate document "Statement of Principles on the Placement of HPs," are an integral part of all contractual agreements between AGHA and its contractual partners (clients and business partners) and must be expressly acknowledged in writing by them. These principles refer to AGHA's Statement of Principles and set clear guidelines for any collaboration. Contractual partners are obligated to comply with these principles and must not violate the outlined points. Adherence to these principles is a key requirement for a successful and lawful cooperation.

1. All agreements and arrangements must generally be documented in writing.
2. The placement process is completely free of charge for international HPs.
3. The economic risk for international HPs is minimized.
4. All cooperations, services provided, and costs incurred during the collaboration will be communicated transparently and understandably to all involved parties.
5. AGHA assumes overall responsibility for the entire service chain.
6. The contractual partners commit to following a fair, transparent, and ethically responsible recruitment and placement practice that respects the rights and well-being

of international HPs. All actions must be in accordance with the highest ethical standards and legal requirements. These principles also apply to the employment of international HPs in healthcare institutions in the German-speaking region. The contractual partners agree to align their actions with internationally recognized standards, including the [Global Code of Conduct by the World Health Organization \(WHO\)](#) for the recruitment of health professionals, the [United Nations Human Rights Conventions](#), the [core labor standards of the International Labour Organization \(ILO\)](#), and the [ILO guidelines for fair recruitment](#). These commitments serve to protect the rights of international HPs and ensure ethical standards in recruitment and placement. AGHA also adheres to the [IRIS standards](#) and the [Employer-Pays Principle](#) to uphold the rights and dignity of the HPs. AGHA commits to aligning its practices and decisions with all international human rights agreements of the United Nations, particularly the [United Nations Guiding Principles on Business and Human Rights](#), to ensure that all activities related to the placement and employment of international HPs respect and promote human rights.

7. The contractual partners commit to refraining from agreements that contain binding or repayment clauses that do not comply with the guidelines of the “Fair Recruitment Seal Germany”. In particular, the contractual partners commit not to place employment contracts that contain provisions regarding the repayment of placement fees or excessively long binding periods.
8. The Employer-Pays Principle, is binding for all contractual partners.
9. Clauses regarding excessively long binding or repayment obligations, which are contrary to German labour law, shall not be included in relevant documents such as letters of intent, employment contracts, and placement agreements nor in side arrangements or informal arrangements. Violations of this code of conduct by contractual partners or their employees will be subject to disciplinary action. In the case of legal or contractual obligations, violations may be reported to the appropriate authorities, which may lead to the termination or non-initiation of contractual relationships. In line with whistleblower protection provisions, AGHA and its partners confirm that no actions will be taken against individuals who file a complaint or report a suspected violation.
10. A breach by a contractual partner of the provisions of the General Terms and Conditions (GTCP) and the Statement of Principles of AGHA constitutes a violation of the agreed standards. Such a breach will be regarded as a serious contractual violation and may lead to legal consequences, including the review of the partnership and the potential termination of the contractual relationship.
11. AGHA reserves the right to regularly monitor compliance with the established provisions and the Statement of Principles. This general right to audit allows AGHA to ensure that all contractual and legal requirements are met and that the principles of fair and ethically responsible conduct are adhered to. Should an audit uncover irregularities or violations, AGHA reserves the right to take appropriate action, including termination of the business relationship.
12. If there are concrete indications of a violation, such as complaints or other relevant information, AGHA reserves the right to conduct a thorough examination of the matter with its contractual partners. This review, at AGHA's discretion, is aimed at identifying violations or deficiencies that may contradict contractual agreements or applicable legal standards. The decision to initiate such a review will be based on the circumstances at hand and in accordance with applicable legal provisions.

13. Should a contractual partner repeatedly violate the General Terms and Conditions or the Statement of Principles of AGHA, AGHA reserves the right to terminate the contract with that partner without notice. In the case of a first-time violation, however, the partner will be given a reasonable period to remedy the deficiency and correct the violation. If the contractual partner fails to make the necessary changes within the given period, AGHA reserves the right to terminate the contract without further obligations.
14. The client commits to submitting a written integration management concept according to the [DKF-Pilot](#) standard as part of the job offer and to ensuring its implementation to guarantee a high-quality, transparent, and fair onboarding process for international HPs.

The integration management concept must include at least the following components in accordance with the DKF-Pilot standard:

1. Foreword / Introduction
2. Preparation after recruitment
3. First days and arrival
4. Support with relocation management
5. Structural positioning of the integration management
6. Mentorship and mentoring
7. Organization of the recognition process
8. Adaptation of the onboarding process
9. Support with team-building activities
10. Expansion of skills
11. Handling conflicts
12. Promoting social participation
13. Dealing with resignation and poaching
14. Transparent recruitment process
15. Promotion of language development
16. Consideration of family situation

This concept is part of the employment contract and must be made available to the respective HPs before they start work.

§ 6 Principles of Fairness and Transparency in the Placement Process for the Protection of Care Professionals

1. No Costs for International HPs
International HPs incur no costs for the placement process. All placement fees are fully covered by the client, ensuring that no financial obligations are placed on the HPs. AGHA commits to making the entire placement process free for the HPs to guarantee fair and transparent recruitment.
2. Communication in the HP's Language
The placement terms are formulated in the language that the international HPs understand and use to ensure clear and transparent communication. AGHA ensures that all contractual content and relevant information regarding recruitment and employment are written in the HP's language, allowing them to be fully informed about their rights and obligations, preventing any misunderstanding due to language barriers.
3. Compliance with Legal Standards

The conditions for placing HPs must comply with both the legal provisions of the Federal Republic of Germany and the legal requirements of the respective countries of origin. AGHA ensures that all recruitment practices and contractual agreements are in line with applicable national and international regulations. All contractual partners commit to respecting these legal standards to safeguard the HP' rights both in their home country and at the destination.

4. **Freedom to Reject Employment Offers**
 International HPs have the unrestricted right to decline an offered job without providing reasons. This decision can be made at any point during the placement process without any negative consequences or obligations for the HP. AGHA commits to respecting the HP's free will and ensures that no legal or financial penalties are applied in connection with rejecting a job offer.
5. **Recognition and Qualification Adjustments**
 International HPs who obtained their qualifications abroad have the legal right to choose their preferred qualification adjustment measure when faced with a recognition decision containing conditions. According to § 40 Abs. 3 Satz 3 of the Nursing Professions Act, they may choose between a knowledge test and a bridging program. AGHA guarantees that this freedom of choice is respected and fully implemented, allowing caregivers to select the optimal route for recognizing their qualifications.
6. **No Deposits, Penalties, or Security Payments**
 International HPs are not required to pay any deposits, penalties, or security payments of any kind during the placement process. This regulation ensures that the placement process remains transparent and fair, and that the rights of hps are protected. This obligation applies universally to all contractual partners and is a binding part of the collaboration with AGHA.
7. **Termination of Employment Without Financial Penalties**
 If an international HP properly terminates their employment due to reasons beyond their control (e.g. health issues, pregnancy, the death of a close family member, language barriers, bureaucratic hurdles in recognition, or difficulties in placement with a suitable employer), no repayment obligation for expenses will be incurred. AGHA commits to reviewing the reasons for termination to ensure that no unfair financial burden is placed on the HP.
8. **Repayment of Costs for Early Termination of Language Courses**
 A repayment obligation for international HPs is only permissible if they terminate a language course in their home country due to reasons for which they are at fault, such as gross negligence or intentional misconduct. The specific repayment terms must be transparent and documented in writing. These agreements must not violate applicable labor or contract law and must be clearly understandable for the HP.
9. **Only Actual Costs Are Repaid**
 Repayments must cover only the actual costs incurred, such as expenses for the language course in the home country, any financial support provided for the HP's living costs during language acquisition, and administrative fees for translations, certifications, visas, and equivalency checks. These costs must have been incurred up until the HP's departure from their home country and must be clearly documented and transparent.
10. **Right to Terminate Employment with Notice:**
 International HPs have the right to terminate their employment with a one-month notice period. Additionally, HPs are offered the option to pay for any obligations or costs in

instalments. The terms of cancellation and instalment payments will be outlined transparently and fairly to give HPs financial flexibility and reduce financial strain. All relevant agreements will be documented in writing as part of the contractual relationship.

11. Right to Withdraw or Cancel Contracts

International HPs have the right to withdraw from existing contracts or terminate them according to the provisions in §§ 346 ff. BGB and § 314 BGB, particularly when significant changes occur to circumstances affecting the contract or when fulfilling contractual obligations becomes impossible. The exercise of the right to withdraw or cancel must comply with legal provisions and contractual agreements.

12. No Repayment in Specific Cases

Repayment of amounts paid by the international HPs is not permissible in the following cases, regardless of the HP's fault:

- During the first 50 lessons of the program.
- If the program is interrupted for health reasons.
- In case of pregnancy.
- In the event of force majeure.
- In the event of the death of a close family member.
- If AGHA is proven to have violated the Fair Recruitment Seal Germany standards.

No repayments for costs incurred by the HP can be demanded in these cases, ensuring that the HP's interests are protected.

13. Provision of Information Brochure

The Information Brochure of the German Nurses Association (DKF) must be provided to international HPs at the latest upon signing the employment contract. This brochure must include all relevant information concerning working conditions, legal requirements, and specific demands of the job market in Germany. It is the responsibility of the client to ensure that the HP has received the brochure and understands its contents before the employment contract is finalized.

14. Reimbursement of Self-Paid Costs

Any costs incurred by international HPs related to recruitment (e.g. language courses, qualification measures) will be reimbursed by the future employer. Reimbursement is limited to costs that have been incurred up to one year before the employment contract was signed. A corresponding payment receipt is required. Reimbursement will be made at the latest with the start of the employment relationship in Germany and will be paid directly to the HP.

§ 7 Integration Management Concept

The General Terms and Conditions explicitly refer to the content and measures outlined in the "Integration Management Concept for the Placement of Skilled Professionals", which is an integral part of the General Terms and Conditions. This concept serves as the foundation for the planning, implementation, and legal classification of the integration of internationally recruited healthcare professionals. It includes all relevant regulations, obligations, and rights for all contractual partners, establishing clear framework conditions for successful collaboration.

Detailed information and specific measures can be found in the complete Integration Management Concept. This provides all contractual partners with a transparent and legally secure basis for successful integration and cooperation.

The binding nature of the measures described in the concept ensures that the integration of international healthcare professionals is conducted in a legally compliant and sustainable manner.

§ 8 Risk Management

AGHA is committed to upholding the highest standards in protecting and safeguarding human rights within the scope of its business activities. To this end, AGHA refers to the findings of the CSR Risk Analysis, based on the CSR Risk Check, which evaluates social and environmental risks associated with the international recruitment of healthcare professionals, particularly in Kenya. This analysis identifies specific challenges in areas such as labor rights, environmental protection, and social responsibility, and outlines targeted measures to mitigate these risks.

AGHA is dedicated to actively minimizing all identified risks through the implementation of appropriate measures, promoting fair working conditions, upholding international human rights standards, and adopting sustainable practices. This includes, among other things, fostering transparent and ethical recruitment practices and ensuring respectful and fair working conditions for all international professionals.

In line with this commitment, AGHA expects its contractual partners to also implement the aforementioned risk mitigation measures and to ensure compliance with all relevant social and environmental standards, including adherence to human rights and labor law requirements. Cooperation with AGHA requires the active compliance with these standards to collectively contribute to the protection of human rights and the promotion of sustainable labor practices.

§ 9 Complaint Handling Procedure

AGHA follows a structured complaint procedure designed to efficiently capture and address customer feedback, ensuring continuous improvement in service quality. All complaints and feedback are documented, analyzed, and forwarded to the complaint management team. This procedure promotes transparency and a solution-oriented approach, systematically addressing recurring issues.

Feedback is processed within clearly defined timeframes and is incorporated into process and service optimization efforts. Positive feedback is utilized to motivate employees, while negative feedback serves as a basis for improvement.

Further details can be found in the document “Complaints Procedure”.

§ 10 Remuneration

1. The agreed payment is subject to the applicable statutory value-added tax (VAT) unless otherwise stipulated. It comprises a commission for each successfully placed professional.
2. The remuneration does not cover the salary, training allowance, costs for professional courses, recognition procedures, or administrative fees incurred in Germany. These expenses are to be borne additionally by the client.

3. Even after the termination of the placement agreement, the agreed remuneration remains payable if the professional proposed by AGHA subsequently enters into an employment contract with the client or a third party.

§ 11 Liability and Warranty

1. If a placed professional does not commence employment, AGHA reserves the right to propose up to three equivalent professionals within eight weeks of the originally scheduled starting date. In such cases, the obligation to pay remuneration remains intact.
2. AGHA is not a contracting party to the employment relationship between the client and the professional. The professional is neither an agent nor an auxiliary of AGHA, and AGHA accepts no liability for damages or obligations arising from the professional's activities or breaches of duty.
3. AGHA assumes no liability if a professional does not commence employment for reasons beyond AGHA's control. Similarly, AGHA is not liable for delays in employment commencement caused by extended processing times for visas or work permits.
4. AGHA verifies the identity, professional license, and qualifications of the professional to the best of its ability. However, it remains the responsibility of the client to perform these checks before the professional commences work.
5. For damages resulting from grossly negligent breaches of duty by AGHA or its representatives, AGHA is liable only for typical and foreseeable damages.
6. In cases of simple negligence, AGHA is liable only for breaches of essential contractual obligations, with liability also limited to typical and foreseeable damages.
7. AGHA is not liable for damages arising from changes to legal or regulatory requirements after the contract has been concluded.
8. The aforementioned exclusions and limitations of liability also apply to non-contractual claims and demands for reimbursement of expenses.
9. For damages caused by intentional or grossly negligent actions, or for harm to life, body, or health, AGHA is liable in accordance with statutory provisions.

§ 12 Payment, Due Date and Offsetting

1. Payment is due in full as soon as the invoice is received by the client. The client will automatically be in default 14 days after the due date if payment has not been made. Checks are considered payment only upon successful clearance. Bills of exchange are accepted only for the purpose of fulfilment, subject to prior agreement, and provided they are discountable. Discount fees are calculated starting from the invoice due date.
2. The client may only offset claims against AGHA if such claims are undisputed and legally binding unless they are directly related to a claim for defect-free performance under the same contract.

§ 13 Place of Performance and Jurisdiction

1. For all legal disputes between AGHA and the client, if the client is a merchant, a legal entity under public law, a special fund under public law, or has no general place of jurisdiction in Germany, Hamburg shall be the place of jurisdiction. However, AGHA also reserves the right to file suit at the client's general place of jurisdiction. Mandatory legal provisions, such as those governing dunning procedures, remain unaffected by this clause.
2. German law shall exclusively apply.

I hereby confirm that I have read and accepted the terms and conditions.

Name:

Signature:

Date and Place:
