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Quality Assurance and Test Specifications for the quality seal
Fair Recruitment Healthcare Germany
Third Version

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List of abbreviations

GTC	General Terms and Conditions
AGG	General Equal Treatment Act [Allgemeines Gleichbehandlungsgesetz]
BMG	Federal Ministry of Health [Bundesministerium für Gesundheit]
DKF	German Competence Centre for International Skilled Workers in the Health and Nursing Professions [Deutsches Kompetenzzentrum für internationale Fachkräfte in den Gesundheits- und Pflegeberufen]
CEFR	Common European Framework of Reference for Languages
ILO	International Labor Organization
IMK	Company integration management concept [betriebliches Integrationsmanagementkonzept]
IOM	International Organization for Migration
KDA	Board of Trustees German Old Age Assistance [Kuratorium Deutsche Altershilfe]
OECD	Organization for Economic Co-operation and Development
PSA	Personnel service agency [Personalserviceagentur]
SAO	Self-applying organisation [selbstanwerbende Einrichtung]
SGB	German Social Code
WHO	World Health Organization

1. Basis, objectives and scope

The "[Fair Recruitment Healthcare Germany](#)" [quality seal](#) is the result of the implementation of the [law to ensure the quality of the recruitment of nursing staff from abroad](#). It is a quality seal of the Federal Ministry of Health, issued by the [Kuratorium Deutsche Altershilfe Wilhelmine Lübke Stiftung e.V. \(KDA\)](#). The quality seal promotes fair and ethical placement and recruitment practices in the recruitment of nurses from third countries in the private sector (hereinafter referred to as "nurses").

With the "Fair Recruitment Healthcare Germany" quality seal from the Federal Ministry of Health (BMG), the German state takes account of the WHO Global Code of Practice for the International Recruitment of Health Personnel. The quality seal is awarded as a RAL quality mark.

The following catalogue of requirements comprises the Quality Assurance and Test Specifications. These are specific and verifiable requirements that recruiting companies must demonstrably fulfil in order to be awarded the "Fair Recruitment Healthcare Germany" quality seal. The quality seal is voluntary, PSA and SAE are not legally bound to apply for it.

Both healthcare and nursing facilities recruiting on their own without the involvement of a recruitment agency (hereinafter: "SAE") in accordance with Section 4 SGB V, Section 7 SGB XI (nursing and healthcare facilities) and private personnel service agencies (hereinafter: "PSA") acting on behalf of the aforementioned service providers can apply for the quality seal.

The catalogue of requirements is divided into three quality areas. These areas cover information on labour migration into the nursing sector in Germany, the due diligence of business actors and the transparency of the placement and recruitment process.

The Quality Assurance and Test Specifications are based on six guiding principles:

1. **Written form for verifiability:** Contracts, placement conditions, general terms and conditions, recruitment conditions, specific job offers and information for candidates must be recorded in written form. This not only allows objective verifiability in the inspection process, but also provides all parties involved with a reliable and transparent information basis. In addition, all relevant documents must be accessible [in a timely manner and appropriate to the target group](#). These documents have to be available in a language that the nurse understands so that they can properly access and comprehend the content.
2. **Placement process free of charge for nurses:** The obligation to comply with the [Employer Pays Principle](#) ensures that employers pay for the required language training and compensation measures as well as the direct costs of recruitment. In the event that matching takes place later, the PSA must make advance payments. This principle prevents nurses from facing financial hardship and pressure as a result of labour migration to Germany. If the nurse has already incurred costs for language acquisition before the placement begins, these costs must be reimbursed. The recruiting company is obliged to pass on the provisions from the catalogue of requirements for the quality seal along its service chain.
3. **Minimising the economic risk for nurses:** The entrepreneurial risk of recruiting abroad may only be passed on to the nurse to a limited extent. Clauses that require the nurse to make repayments only apply if the recruitment process cannot be completed as planned. They may only relate to costs that have effectively been incurred in the country of origin. Redemption clauses must be set out in writing and must have been made known before the contract was concluded. The nurse must have explicitly agreed to such clauses.

4. **Transparency of structures, services and costs:** All parties involved in the recruitment process must be able to make independent, responsible and fully informed decisions at all times and be seen as equal partners. This is possible if the expected course of the recruitment process and any costs incurred are made transparent to all parties involved from the outset.
5. **Sustainability and participation:** A lack of structure and a passive attitude on the part of employers in the recruitment process can mean that newly recruited employees may only be retained for a short period of time. In this case, the actors involved are dissatisfied with each other, which can result in dismissal and poaching. This can be remedied by a corporate integration management concept from the employer, who can present this as part of the offer to potential new employees while they are still abroad. In addition, the sustainable recruitment of nurses from abroad is usually only successful if two key factors are fulfilled. Mutual expectations of the parties involved – both by employee and employer – must be clarified beforehand. The internationally educated nurse also needs to understand at an early stage what working in the German nursing labour market will mean for them specifically.
6. **Overall responsibility:** All those involved should be aware of the immense responsibility associated with international recruitment even before it is actually realised. If candidates meet their future employer at an early stage, this may not only strengthen their awareness of responsibilities, but also their sense of commitment - without the help of contractual binding clauses. Instead, the recruitment process should be treated in a holistic manner.

Companies that have been awarded the quality mark for their ethical and fair recruitment practices are obliged to comply with the corresponding requirements, including self-monitoring.

Use of the quality seal is limited to 2 years.

The Kuratorium Deutsche Altershilfe (KDA) has commissioned the Gütegemeinschaft Anwerbung und Vermittlung von Pflegekräften e.V. (Quality assurance association for the recruitment and placement of nursing staff) as the issuing body. The quality seal is awarded as a RAL quality mark.

Companies that have been awarded the quality seal are publicly listed at <https://www.faire-anwerbung-pflege-deutschland.de/guetezeichen-nutzende>.

2. Overview of criteria

Quality area I Information about Labour Migration to Healthcare Professions in Germany	Quality area II Corporate responsibility	Quality area III Ensuring transparency during the recruitment process
Criterion 1.1 Distribution of information brochure	[g5][g4]Criterion[/g4] 2.1 [/g5] Statement of policy	Criterion 3.1 Placement and recruitment process
The company provides the nurse with the brochure published by the Kuratorium Deutsche Altershilfe (KDA).	The company has a written policy statement on responsible corporate governance.	The company transparently states the placement process flow.
Criterion 1.2 Content of the information brochure	Criterion 2.2 General Terms and Conditions / Terms and Conditions of Recruitment	Criterion 3.2 Matching
The information brochure informs nurses about relevant aspects of labour migration into the nursing profession in Germany and how they can obtain further information.	The company has General Terms and Conditions (for PSA) and recruitment conditions (SAO).	Matching is based on objective criteria and individual preferences of the nurse and the future employer.
	Criterion 2.3 Corporate due diligence obligations	Criterion 3.3 Costs
	The company is responsible for the entire service chain.	Criterion 3.4 Binding and redemption In principle, the Employer Pays principle applies. Binding and redemption clauses in contracts with nurses are only permitted if the guiding principles of the "Fair Recruitment Nursing Germany" quality seal are taken into account.

3. Quality Assurance and Test Specifications for fair recruitment and placement of nursing staff from abroad

Quality area I: Information about Labour Migration to Healthcare Professions in Germany

Quality area I ensures that the nurse receives neutral information on labour migration into the German nursing labour market. It relates to an early phase of the recruitment process and contributes to successful expectation management.

To this end, the Kuratorium Deutsche Altershilfe (KDA) has published a free brochure entitled "Information on labour migration into the nursing care sector in Germany" (hereinafter referred to as the "brochure"). This is available in various languages under the Downloads section of the website www.faire-anwerbung-pflege-deutschland.de. The brochure provides information on relevant aspects of labour migration into the nursing profession in Germany and is used before a contractual relationship is established between the nurse and the recruiting company. It supports the nurse in carrying out in-depth research on their own and contacting counselling centres if necessary.

If the nurse to be recruited has evidently received the brochure from the recruiting company in good time, Quality area I is fulfilled.

Criterion 1.1: Distribution of the information brochure

The company provides the nurse with the brochure written by the Kuratorium Deutsche Altershilfe (KDA).

1.1.1

The company makes the brochure

- available as a download on its website
- in unaltered form,
- in the current version,
- in German and in the languages relevant to the recruiting countries.

1.1.2

The company ensures that the nurse to be recruited has received the brochure

- free of charge
- [verifiably](#) at least 7 days before conclusion of the recruitment contract.

Criterion 1.2: Contents of the information brochure

The information brochure informs nurses about relevant aspects of labour migration into the nursing profession in Germany and how they can obtain further information.

No.	Indicator
1.2.1	<p>It provides information on the topic of "Occupational areas", in particular on</p> <ul style="list-style-type: none">- the importance of "regulated professions" in nursing professions- training and continuing education opportunities in nursing professions- the current labour market situation- roles and the fields of work of nurses- the availability and responsibilities of professional and trade associations
1.2.2	<p>It provides information on the topics "Immigration process and integration support", in particular on</p> <ul style="list-style-type: none">- the possibilities of immigration according to the current legal situation,- all necessary bureaucratic requirements and the authorities involved,- the infrastructure of publicly funded migration and integration counselling services- political, social, religious and cultural opportunities
1.2.3	<p>It provides information on the topic of the "recognition process", in particular on</p> <ul style="list-style-type: none">- the recognition procedure with clear reference to the compensatory measures available in accordance with the Nursing Professions Act,- information and counselling services provided by the Federal Government, in particular via the information portal "Recognition in Germany" (https://www.anerkennung-in-deutschland.de)
1.2.4	<p>It provides information on the topic of language acquisition, in particular on</p> <ul style="list-style-type: none">- the classifications according to the Common European Framework of Reference for Languages (CEFR)- the language level required for the professional licence and the (specialist) language test to be taken, if applicable- quality criteria for language school courses that prepare students for an examination that fulfils the CEFR criteria- quality designations (quality seals, certificates, national and international) that characterise these language learning offers- support options for language learning
1.2.5	<p>It provides information on the topic of "gainful employment", in particular on</p> <ul style="list-style-type: none">- social security law in Germany; in particular on<ul style="list-style-type: none">o pension insurance,o health insurance,o long-term care insurance and

	<ul style="list-style-type: none"> ○ unemployment Insurance - rights and obligations of employees in Germany, in particular with regard to <ul style="list-style-type: none"> ○ employment contracts, ○ binding clauses, ○ co-determination rights, ○ cancellation rights, ○ holiday entitlements and ○ working time regulations.
1.2.6	<p>It provides information on the topic of "neutral counselling and other support", in particular on</p> <ul style="list-style-type: none"> - publicly funded and trade union counselling and contact points, particularly in the following areas <ul style="list-style-type: none"> ○ migration and integration ○ bullying, sexual violence, discrimination ○ consumer protection ○ employment law.

Quality area II: Corporate responsibility

Quality area II ensures that the guiding principles of the "Fair Recruitment Nursing Germany" quality seal are realised in the recruitment process. This stipulates that the recruiting company must have General Terms and Conditions (GTC) or recruitment conditions, or at least conditions agreed in writing. The [Employer Pays Principle](#) also applies in accordance with international standards, according to which the nurse may not incur any costs directly or indirectly related to the placement. This requirement relates to the entire [supply chain](#).

In line with the [UN Guiding Principles on Business and Human Rights](#), it also ensures that the company is aware of its human rights due diligence obligations. It therefore has a declaration of principles containing voluntary commitments to comply with international standards in the area of human rights and labour protection. In addition, the company reserves a right of review and a right of termination vis-à-vis its business partners in Germany and abroad through its General Terms and Conditions / Conditions of Recruitment if they do not comply with the requirements of the "Fair Recruitment Healthcare Germany" quality seal. This means that the company has a defence against abusive practices throughout the entire recruitment process.

Criterion 2.1: Policy statement

The company has a written [policy statement](#) on responsible corporate governance.

No.	Indicator
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2.1.1	<p>The declaration of principles contains a voluntary commitment to fair and ethical recruitment and placement practices in accordance with the six guiding principles of the "Fair Recruitment Healthcare Germany" quality seal, namely</p> <ul style="list-style-type: none">- Written form for verifiability- Free recruitment process for carers- Limiting the economic risk for healthcare professionals- Transparency of structures, services and costs- Sustainability and participation- Overall responsibility for the complete supply chain
2.1.2	<p>The declaration of principles contains a voluntary commitment to comply with the WHO Global Code of Practice on the International Recruitment of Health Personnel.</p> <p>In particular, recruitment may not take place in countries that are on the current WHO health workforce support and safeguards list.</p>
2.1.3	<p>The Policy Statement contains a voluntary commitment to comply with international human rights standards, in particular</p> <ul style="list-style-type: none">- the ILO Core labour standards,- the ILO General principles and operational guidelines for fair recruitment and definition of recruitment fees and related costs,- the United Nations Guiding Principles on Business and Human Rights,

	<ul style="list-style-type: none"> - as well as the international conventions on UN human rights
2.1.4	<p>The policy statement contains a voluntary commitment to the effect that the international healthcare professional must</p> <ul style="list-style-type: none"> - not be charged any direct or indirect placement costs - or costs for services directly related to the placement (Employer Pays principle). This applies to the entire supply chain.
2.1.5	<p>The policy statement contains a voluntary commitment,</p> <ul style="list-style-type: none"> - to waive commitment and redemption obligations in the placement contracts with healthcare professionals, taking into account the exceptions listed in criterion 3.4, - and not to place them in employment contracts that contain commitment and redemption obligations relating to the costs of the placement
2.1.6	<p>The policy statement is communicated publicly and in a manner appropriate to the target group.</p>

Criterion 2.2: General Terms and Conditions / Terms and Conditions of Recruitment

The company has **General Terms and Conditions (for PPE) or recruitment conditions (for SAOs)**.

No.	Indicator	
2.2.1	<p>Personnel service agency (PSA)</p> <p>For all contractual relationships relating to the recruitment of foreign healthcare professionals, namely</p> <ul style="list-style-type: none"> - placement contracts, - Qualification agreements <p>between the company and</p> <ul style="list-style-type: none"> - the healthcare professional, - a healthcare/nursing facility that is a potential future employer of the healthcare professional (hereinafter: "client") and - the subcontractor in the supply chain along the recruitment process (hereinafter: "business partner") <p>Must each have General Terms and Conditions or written contractual agreements.</p>	<p>Self-applying organisation (SAO)</p> <p>For all contractual relationships relating to the recruitment of foreign healthcare professionals, namely</p> <ul style="list-style-type: none"> - placement contracts, - qualification agreements <p>between the company and</p> <ul style="list-style-type: none"> - the healthcare professional, - the business partners <p>Must each have General Terms and Conditions, recruitment conditions or written contractual agreements.</p>

<p>2.2.2</p>	<p>The General Terms and Conditions, recruitment conditions or other contractual agreements with the healthcare professional are</p> <ul style="list-style-type: none"> - drawn up in writing - demonstrably for the conclusion of a contractual relationship - in a manner appropriate to the addressee <p>So that the content could be understood. They are accepted in writing by the healthcare professional.</p>
<p>2.2.3</p>	<p>The voluntary commitments from the policy statement in accordance with criterion 2.1 are part of the General Terms and Conditions, recruitment conditions or written contractual agreements.</p>
<p>2.2.4</p>	<p>Taking into account the supply chain (see indicator 2.3.1) and as part of the risk analysis, the General Terms and Conditions, recruitment conditions or written contractual agreements contain provisions on the relationship with customers and business partners, in particular</p> <ul style="list-style-type: none"> - In particular a general and an event-related reservation of the right to check compliance with the requirements of the General Terms and Conditions and the policy statement. - A right of cancellation in the event of repeated non-compliance with the General Terms and Conditions and the policy statement.
<p>2.2.5</p>	<p>The General Terms and conditions, recruitment conditions or written contractual agreements contain provisions on how to deal with cancellation and withdrawal by one of the contracting parties in the event of breaches of the provisions of Criterion 3.4.</p>
<p>2.2.6</p>	<p>In their General Terms and Conditions, recruitment conditions or written contractual agreements, the PSAs require employers to provide measures and instruments for workplace and social integration, language training and support during induction.</p> <p>SAOs have measures and tools for workplace and social integration, language training and support during induction.</p> <p>The measures and mechanisms must</p> <ul style="list-style-type: none"> - be available in writing and - prepared in a way that is appropriate for the target group.
<p>2.2.7</p>	<p>The General Terms and Conditions, recruitment conditions or written contractual agreements contain a reference to the legal regulations on the recognition procedure in Germany, in particular</p> <ul style="list-style-type: none"> - to the compensation measures generally available in Germany in accordance with

the Nursing Professions Act,

- and the applicant's fundamental freedom of choice between the compensation measures

Criterion 2.3: Corporate due diligence obligations

The company is responsible for the entire service chain.

2.3.1

As part of its internal quality/process management, the company [analyses](#) and addresses potential and specific human rights [risks](#) along its [supply chain](#).

It is obliged to pass on the requirements of the quality seal in its supply chain to every link in the chain in terms of business partners by means of contractual regulations or to have them passed on.

The company is responsible for all of its own violations and for violations of the Quality Assurance and Test Specifications of the "Fair Recruitment Healthcare Germany" quality seal by third parties acting on its behalf, in its name, as part of an assignment or simply actually acting on its behalf.

In the event of violations by the company's business partners, the healthcare professional must be reimbursed by the recruiting company for all payments made that fall under the Employer Pays Principle ([prohibition of payment](#)).

2.3.2

The company sets up an internal complaints procedure. The complaints procedure is clearly regulated, freely accessible and transparent. It

- sets out how complaints are dealt with,
- sets out how [remedial action](#) will be taken, if necessary,
- appoints contact persons for the addressees and
- sets a time frame for the procedure.

The healthcare professional is informed that a complaints procedure is in place. The provisions of the Whistleblower Protection Act apply accordingly.

The processing period per complaint received is a maximum of three weeks.

Quality area III: Ensuring transparency in the mediation process

Quality area III ensures the greatest possible transparency in the placement process. It regulates which information must be made public and made available to interested parties. It also specifies what information must be provided on the individual placement process. This information must be known to both the healthcare professional and the future employer before a contractual relationship is established for the specific placement.

Criterion 3.1: Placement and recruitment process

The company is transparent about how the placement process works.

No.	Indicator
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3.1.1	The company publicly and in a manner appropriate to the target group presents how the recruitment and recognition process should proceed, emphasising the key stages.
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3.1.2	The company shows the international healthcare professional (and possibly their future employer)
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- before signing the placement contract
- [in a manner appropriate to the target group](#)

how the individual recruitment process works and emphasises the importance of

- the key stages,
- the services to be provided by the company and
- the responsible contact persons and their availability at the recruiting company.

Criterion 3.2: Matching

Matching is based on objective criteria and individual preferences of the nurse and the future employer.

No.	Indicator
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3.2.1	The healthcare professional is free to refuse the job offered without giving reasons.
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3.2.2	The company provides the healthcare professional with all relevant information about the job offer
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- [in a manner appropriate to the target group](#)
- [verifiably](#) at least 7 days before conclusion of the employment contract.

	<p>It provides information about</p> <ul style="list-style-type: none"> - the required qualifications of the healthcare professional <p>as well as</p> <ul style="list-style-type: none"> - the employer's previous experience with international recruitment, in particular whether and how many recruitments have taken place at the intended company location, - the employer's measures and instruments for occupational and social integration, language training and support during familiarisation and - about the responsible contact persons at the employer both before entering Germany and on site.
<p>3.2.3</p>	<p>In addition, the company shall provide information in a manner appropriate to the target group, in writing and at its own expense to the healthcare professional prior to the conclusion of the employment contract in accordance with Section 299 SGB III:</p> <ul style="list-style-type: none"> - the name and address of the employer, - the planned date of commencement and the planned duration of the employment relationship, - the place of work or, if the employee is not to work at only one specific place of work, an indication that the employee may be employed at various locations, - the activity to be performed, - the contractual working hours, - the contractual remuneration, including planned deductions, - the duration of contractual holiday leave, - the deadlines for terminating the employment relationship, - a general reference to the collective agreements, works or service agreements applicable to the employment relationship and - the possibility of making use of the counselling services of the social partners and government agencies; at least the counselling centres pursuant to Section 31 of the Posted Workers Act must be named as examples and the current contact details of the counselling services mentioned must be provided.
<p>3.2.4</p>	<p>The company ensures that the healthcare professional and the future employer have time to get to know each other.</p> <ul style="list-style-type: none"> - before concluding an employment contract - virtually or in person

to enter into dialogue with each other.

Criterion 3.3: Costs

The company discloses any costs incurred in a transparent manner.

No.	Indicator
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3.3.1	The company explains to the healthcare professional that, in accordance with the applicable Employer Pays principle , no costs will be incurred in the regular placement process.
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3.3.2	<p>If the company makes a language level a prerequisite for the healthcare professional to be accepted into the placement programme, the healthcare professional can claim the actual costs incurred for language acquisition from the recruiting company</p> <ul style="list-style-type: none">- for up to one year retrospectively from the date of signing the German employment contract- on presentation of proof of payment.
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Reimbursement will be made at the latest when the employment relationship commences in Germany.

3.3.3	<p>The company provides the healthcare professional with transparent information about which services are part of the placement process.</p> <p>They are communicated in a manner appropriate to the target group before the contract is concluded.</p> <p>The healthcare professional is free to refuse additional services if they are not directly part of the placement process.</p> <p>If the healthcare professional is not placed with an employer in Germany after successfully completing the training programme(s), the costs incurred will not be borne by the healthcare professional.</p>
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3.3.4	<p>The company may not demand any preventive payments such as deposits or security deposits or any subsequent payments such as contractual penalties from healthcare professionals.</p> <p>The company must pass on this payment ban in its supply chain.</p>
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Criterion 3.4: Employer pays principle and commitment and redemption clauses

In principle, the [Employer Pays principle](#) applies. Commitment and redemption clauses in placement contracts with healthcare professionals are only permissible if the guiding principles of the "Fair Recruitment Healthcare Germany" quality seal are taken into account.

No.	Indicator
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3.4.1	<p>The Employer Pays principle applies.</p>
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The healthcare professional may [not incur any costs for services directly related to the placement](#).

The employer must pay for the costs incurred in the course of recruitment in accordance with the ordering principle.

3.4.2	<p>Binding and redemption clauses must be presented completely, clearly and transparently in the General Terms and Conditions, recruitment conditions or written contractual agreements.</p>
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The isolated cost items for the repayment must be specified before the contract is concluded.

The maximum amount to be repaid must be indicated and visualised in a highlighted form (e.g. in bold).

The healthcare professional has expressly agreed to the General Terms and Conditions, recruitment conditions or written contractual agreements.

3.4.3	<p>A repayment obligation in the event of the healthcare professional leaving the ongoing language course in the country of origin prematurely is only permissible if the withdrawal is for reasons for which the healthcare professional is responsible.</p>
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The healthcare professional must be granted a monthly right of termination and the option to pay in instalments.

In the following cases of withdrawal, repayment **may not** be demanded regardless of fault on the part of the healthcare professional:

- during the first 50 teaching units,
- if the programme has to be discontinued for health reasons
- in the event of pregnancy
- in the event of [force majeure](#)
- in the event of the loss of a close [family member](#)
- if the company is proven to be in breach of the criteria from the catalogue of requirements for the "Fair Recruitment Care Germany" seal of approval

The amount of redemption may only include costs actually incurred for

- participation in the language course in the country of origin,

- the language examination in the country of origin,
- any payments made to the carer to secure their livelihood while learning the language in the country of origin and
- the administrative fees for translations, certifications, visas and the equivalence assessment

incurred up to the time of leaving the country of origin.

4. Definitions

Term	Determination
Remedy	Elimination of a burden, contribution to an improvement, remedying a grievance.
in a manner appropriate to the target group	In writing and in a language that the carer speaks well (first language, official or regional language of the country of origin)
Recruitment conditions	Written terms and conditions that apply to a large number of contracts - similar to general terms and conditions for PSAs - and are intended to ensure fair and transparent conditions for the recruitment of foreign nurses by self-recruiting healthcare/nursing facilities (SAOs)
Professional licence	<p>The licence to practise the profession comprises the legal authorisation to practise the profession and the granting of permission to use the professional title. Third-country nationals who wish to work in regulated professions must have a professional licence before a residence permit for the purpose of employment can be issued.</p> <p>Source: Attracting foreign nursing staff to the German labour market (make-it-in-germany.com)</p>
Supply chain	<p>The regulations of the quality seal apply to the entire supply chain. This means that the quality seal user must pass on the regulations and specifications resulting from the Quality Assurance and Test Specifications to all business partners. This applies in particular to the Employer Pays principle.</p> <p>In the event of violations by the company's business partners, the healthcare professional must be reimbursed by the recruiting company for all payments made that fall under the Employer Pays Principle.</p> <p>The violation must be attributable to the company using the quality seal. Violations are attributable to the company if it has not taken all reasonable steps to become aware of such violations and has remained inactive despite being aware of them.</p> <p>The following actions may not be carried out within the supply chain:</p> <ul style="list-style-type: none"> - Withdrawal of passports - Exercising coercion of any kind - Misrepresentation of false facts - Demanding payments from healthcare professionals or their relatives, such as registration costs, qualification costs,

	<p>deposits, deposits, contractual penalties or similar (payment ban)</p> <p>In the event of a (repeated) violation of these prohibitions on action, the quality seal can be withdrawn directly from the quality seal user himself if the violation is attributable to him (see 6.4 Penalties for violations).</p>
Employer Pays principle	<p>"Recruitment fees or related costs should not be collected from workers by an employer, their subsidiaries, labour recruiters or other third parties providing related services [here: by any link in the overall supply chain].</p> <p>Fees or related costs should not be collected directly or indirectly, such as through deductions from wages and benefits."</p> <p>Source: Guidance Note - Recruitment Fees and Related Costs IOM Publications Platform</p>
Family member, close	<p>relation 1st degree (straight and collateral line) and 2nd degree in collateral line (cf. § 1589 BGB (German Civil Code))</p> <p>= Father, mother, own children, siblings</p>
Policy statement	<p>A public commitment by a company to respect human rights and to the guiding principles of the "Fair Recruitment Healthcare Germany" quality seal. It consists of at least the voluntary commitments listed in criterion 2.1.</p> <p>Instructions for preparing a policy statement: PH_10_Grundsatzzerklaerung.pdf (wirtschaft-entwicklung.de)</p>
Force majeure	<p>unforeseeable event caused by external circumstances that could not have been prevented even with the utmost care, such as war/unrest, natural disaster and extreme weather events, pandemic, strike, terrorism</p>
ILO General principles and operational guidelines for fair recruitment and definition of recruitment fees and related costs	<p>"These principles and guidelines are intended to cover the recruitment of all workers, including migrant workers, whether directly by employers or through intermediaries. They apply to recruitment within or across national borders, as well as to recruitment through temporary work agencies, and cover all sectors of the economy."</p> <p>Source: Fair recruitment initiative: General principles and operational guidelines for fair recruitment and definition of recruitment fees and related costs (ilo.org)</p>

<p>ILO Core labour standards</p>	<p>The ILO core labour standards are based on the five fundamental principles of the ILO (International Labour Organisation):</p> <ul style="list-style-type: none"> - Freedom of association and the right to collective bargaining - Elimination of forced labour - Abolition of child labour - Prohibition of discrimination in employment and occupation - Occupational health and safety <p>These basic principles have been detected in a total of ten conventions:</p> <ul style="list-style-type: none"> - No. 29 (1930) Forced and compulsory labour - No. 87 (1948) Freedom of association and protection of the right to organise - No. 98 (1949) Freedom of association and the right to collective bargaining - No. 100 (1951) Equality of remuneration - No. 105 (1957) Abolition of forced labour - No. 111 (1958) Discrimination in employment and occupation - No. 138 (1973) Minimum age for admission to employment - No. 182 (1999) Worst forms of child labour
<p>Costs for services directly related to the brokerage</p>	<p>Costs</p> <ul style="list-style-type: none"> - incurred during the placement process - to ensure access to the job and - incurred as part of the placement initiated by the employer, the PSA or a third party acting on behalf of the employer <p>Costs incurred in the country of origin</p> <ul style="list-style-type: none"> - for language acquisition and - for administrative fees of the Federal Republic of Germany <p>can be reclaimed proportionately under certain circumstances (see 3.4.2 and 3.4.3)</p>
<p>verifiable</p>	<p>The company must prove whether and how it provided the document and how it was received by the healthcare professional. Suitable evidence includes confirmations of dispatch and receipt, emails,</p>

	receipts, photos/copies/scans and screenshots from personnel management programmes.
Healthcare professional	Person who is to be recruited from abroad and has a nursing qualification in accordance with the law of the country of origin
Qualification agreement	Agreements on qualification measures. Qualification measures in accordance with Section 16d Residence Act (AufenthG) aim to establish equivalence or to grant a licence to practise a profession. They include theoretical, practical and (specialised) language aspects that serve to compensate for significant differences and/or to acquire the language skills required for the profession: Adaptation qualifications and compensatory measures (internships in companies, theoretical courses, mixed forms) as well as preparatory courses for examinations and language courses.
Risk	Potential negative effects or possible harm or grievances for people (individuals, organisations, population groups) or the environment that have not yet materialised but may do so in the future.
Risk analysis	<p>"Risk analysis is an initial process to identify general areas of significant risk in all of a company's own business activities (e.g. activities and product lines) as well as in its business relationships (including all stages of the supply or value chain [here: supply chain])."</p> <p>OECD (2018), OECD Due Diligence Guidance for Responsible Business Conduct</p> <p>"The process should include identifying actual and potential human rights impacts, considering the resulting findings and follow-up actions, tracking the actions taken and providing information on how the impacts are being addressed. [...]"</p> <p>Principle 17 UN Guiding Principles on Business and Human Rights</p>
Self-commitment	This is a unilateral declaration by the company in which it undertakes to comply with certain rules.
Language	<p>official or regional official language of the country of origin; a language that the healthcare professional speaks (first language,</p> <p>ILO/IOM: the language of the worker or in a language the worker can understand</p>
[Costs for] language acquisition	Costs for the language course and fees for the language test
UN Guiding Principles on Business and Human Rights	To emphasise corporate responsibility and close human rights protection gaps in connection with global economic activities, the UN Human Rights Council adopted the UN Guiding Principles on

	<p>Business and Human Rights in 2011. Among other things, it stipulates that companies should establish procedures to ensure their human rights due diligence obligations in order to avoid, reduce or offset the negative impact of their business activities on human rights.</p> <p>UN Guiding Principles on Business and Human Rights BMZ</p>
WHO Global Code of Practice on the International Recruitment of Health Personnel	World Health Organisation Code of Practice on the International Recruitment of Health Professionals
Prohibition of payment	Demanding payments from healthcare professionals or their relatives, such as registration costs, qualification costs, deposits, contractual penalties or the like
Additional services	<p>Services that are neither mandatory for participation in the language course nor for obtaining the professional licence and the associated recognition as a qualified healthcare professional in Germany ("add-ons").</p> <p>Cf. the definition of "costs for services directly related to the brokerage".</p>

5. Testing and monitoring

5.1 General

The audit and monitoring procedures are divided into

- Initial testing process
- Self-monitoring
- Third-party monitoring
- Repeat examination if necessary

5.2 Initial testing process

Passing the initial test is a prerequisite for the award and use of the quality seal. As part of the initial testing process, it must be checked whether the applicant's services fully fulfil the requirements laid down in the Quality Assurance and Test Specifications from the date of application.

The applicant is obliged to submit the complete documents required for initiation and performance, which enable the third-party inspector commissioned by the issuer or an issuing body to verify the applicant's quality level. The initial testing process is arranged by the issuer or an issuing office commissioned by the issuer, whereby a third-party inspector commissioned by the issuer or an issuing office commissioned by the issuer is entrusted with performing the inspection.

The initial testing process also serves to determine whether the requirements for proper compliance with the Quality Assurance and Test Specifications are met. The applicant is obliged to keep the available records, such as documents on proof of self-monitoring carried out during the initial testing process must be presented to the external inspector for inspection on request.

When checking the requirements for authorisation, healthcare professionals who have been recruited or are interested in being recruited are interviewed in person. Up to 10 % of the healthcare professionals recruited / interested in being recruited are selected by random sampling. Model contracts are not sufficient for examination. A test report of the initial testing process is prepared by the external inspector. The applicant and the issuer or an issuing office authorised by the issuer shall each receive a copy of the test report.

5.3 Self-monitoring

Every quality seal user must ensure ongoing compliance with the Quality Assurance and Test Specifications. In particular, if temporary deviations from the Quality Assurance and Test Specifications occur, this must be carefully recorded (documentation) and immediate action taken to rectify the situation. These documents must be kept in a suitable form for five years and submitted for third-party monitoring.

5.4 Third-party monitoring

Third-party monitoring serves to determine whether the Quality Assurance and Test Specifications and the requirements specified for the proper performance of the tests are still being fulfilled by the quality seal user. Third-party monitoring is detected at least every two years.

Third-party monitoring must be performed regularly on the basis of the Quality Assurance and Test Specifications by an external inspector appointed by the issuer or the issuing body for the service of the quality seal user. The quality mark user is obliged to make the current records of the self-monitoring available to the external inspector of the issuing body.

The commissioned third-party inspector must legitimise himself by presenting a written order issued by the issuer or an issuing office commissioned by the issuer. The legitimisation requirement must not delay the examination process.

As part of third-party monitoring, the auditor must check the handling of internal self-monitoring and evaluate the results for completeness, conclusiveness and targeting. When checking the requirements for authorisation, healthcare professionals who have been recruited or are interested in being recruited are interviewed in person. Up to 10 % of the healthcare professionals recruited / interested in being recruited are selected by random sampling. Model contracts are not sufficient for examination.

5.5 Repeat examination

If defects in the quality assurance in accordance with the Quality Assurance and Test Specifications are identified at the quality seal user by the commissioned external inspector during initial or third-party monitoring, the external inspector must report these immediately to the issuer or an issuing body commissioned by the issuer, irrespective of the issue of a corresponding test report.

The issuer or an issuing office authorised by the issuer may then order a repeat test, whereby the time, content and scope of this test shall be specified.

If the retest is also failed, the issuer or an issuing office authorised by the issuer may take further measures in accordance with [6.4 of the Implementation Provisions](#).

5.6 Examination costs

The costs of any monitoring carried out or audit completed shall be borne by the applicant or quality seal user. Everything else is governed by a licence agreement between the issuing body and the quality seal user.

5.7 Test and monitoring reports

A test or monitoring report must be prepared for each test or monitoring carried out by the authorised third-party inspector. A copy of the test report is sent to the applicant or quality seal user and the issuer or an issuing body authorised by the issuer.

5.8 Labelling

Services that have been provided in accordance with the Quality Assurance and Test Specifications and for which the quality seal has been awarded can be labelled with the quality seal shown below:



Faire Anwerbung
Pflege Deutschland

Fair Recruitment
Healthcare Germany

These implementation provisions apply exclusively to the awarding and use of the quality seal.

6. Implementation provisions for the award and management of the Fair Recruitment Healthcare Germany quality seal

6.1 Basis

The quality seal is based on the Quality Assurance and Test Specifications for the recruitment and placement of nursing staff from abroad listed in the catalogue of requirements. The Quality Assurance and Test Specifications implement the content developed by the issuer of the basic quality seal and colour-coordinated with the Federal Ministry of Health.

6.2 Allocation

The issuer or an issuing body commissioned by it issues the temporary right to use the Fair Recruitment Healthcare Germany quality seal to self-organised international recruitment service providers in accordance with the fourth section of the Fifth Book of the German Social Code and the seventh section of the Eleventh Book of the German Social Code as well as to private personnel service agencies on the basis of the Quality Assurance and Test Specifications upon application. The current status of the awarding body and quality seal monitoring can be found on the KDA/DKF website.

The application must be submitted in writing to the issuer or an issuing office authorised by the issuer. The application must be accompanied by a legally binding signed letter of commitment (sample 1).

The application will be reviewed by the issuer or the issuing office commissioned by the issuer. The issuer or an issuing office commissioned by the issuer may entrust trained experts (hereinafter referred to as third-party inspector(s)) with these tasks. The person commissioned with the audit must legitimise himself before beginning his audit tasks. The company's performance (procedures and agreements) in accordance with the Quality Assurance and Test Specifications listed in the catalogue of requirements is inspected unannounced. The external inspector may inspect the company's premises, check the applicant's procedures and agreements for compliance with the Quality Assurance and Test Specifications and request and inspect the documents mentioned in the quality specifications. He issues a certificate on the test result, which he sends to the applicant. The inspection costs are borne by the company.

If the test is positive, the issuer or an issuing body commissioned by it grants the company the temporary right to use the quality seal. The grant is notarised (specimen 2). If the review is negative, the issuer or the issuing office commissioned by the issuer shall reject the application. The deferral must be justified in writing.

6.3 Usage

Quality seal users may only use the quality seal if their services comply with the Quality Assurance and Test Specifications. Use of the quality seal is limited to two years. Re-issuance is only detected at the request of the quality seal user.

Quality seal users are not authorised to have means of marking the quality seal (metal embossing, embossing stamps, printing materials, seals, sealing stamps, rubber stamps, etc.) produced. The issuer or an issuing body commissioned by it is authorised to issue them or have them issued to the users of the quality seal and to define the type of use in more detail.

The issuer may issue special regulations for the use of the quality seal in advertising and in Community advertising in order to protect the fairness of competition and prevent misuse of the seal. Individual advertising must not be hindered by this. The same maxim of fair competition applies to them.

If the right to use the quality seal has been legally withdrawn, the certificate of issue and all means of labelling the quality seal must be returned; there is no entitlement to reimbursement of the testing costs. The same applies if the right to use the quality seal has expired in any other way.

Each quality seal user must ensure that he complies with the Quality Assurance and Test Specifications. Ongoing quality control is an obligation for him. He must carefully record the operational self-audits. The publisher or its authorised representative may view the recordings at any time. The quality seal user submits its quality-assured services (agreements and procedures) to monitoring tests by the issuer or an issuing body commissioned by the issuer or the external inspector in the scope and frequency specified in the Quality Assurance and Test Specifications. He bears the inspection costs.

The third-party inspector can check and inspect quality-assured services (agreements and procedures) at the quality seal user's company at any time. It can visit the company at any time during operating hours.

If a test (initial and third-party monitoring) is negative or if a quality-assured service (agreement or procedure) is objected to for a specific reason, the issuer or an issuing office commissioned by the issuer can have the test repeated; if services (agreements or procedures) are objected to without justification, the issuer or an issuing office commissioned by the issuer shall bear the test costs. If they are rightly objected to, they shall be borne by the quality seal user or applicant concerned.

A certificate must be issued by the external examiner for each test result. The issuer or an issuing organisation commissioned by the issuer and the quality seal user each receive a copy.

6.4 Punishment of offences

If the issuer or an issuing body commissioned by it identifies violations of the Quality Assurance and Test Specifications for the Recruitment and Placement of Nursing Staff from Abroad, sanctions may be imposed. These depend on the severity of the offence:

- Additional requirements within the scope of self-monitoring,
- Increase in third-party monitoring (subject to a charge),
- Warning,
- Contractual penalty up to the amount of €10,000,
- temporary or permanent withdrawal of the right to use the quality seal.

Quality seal users who violate section 3 or 4 may be issued a warning.

Instead of a warning, a contractual penalty of up to € 10,000 may be imposed for each individual case. The contractual penalty must be paid within 14 days of notification of the decision by the publisher or the issuing office commissioned by the publisher.

The measures mentioned in section 5.1 can be combined with each other.

Quality seal users who repeatedly or seriously violate Section 3 or 4 will have their right to use the quality seal withdrawn temporarily or permanently. The same applies to quality seal users who delay or prevent tests.

The person concerned must be heard before any sanctions are imposed.

The sanctioning measures shall take effect after expiry of the appeal period provided for in Section 6.5.

In the event of particularly serious violations, the publisher or the issuing body commissioned by it may temporarily withdraw the quality seal with immediate effect. This must be confirmed within 14 days by the issuer or its authorised representative to the issuing office.

6.5 Complaints

Quality seal users may lodge an appeal against penalty decisions with the issuer or an issuing office authorised by the issuer within four weeks of notification.

If the publisher or an issuing office authorised by the publisher rejects the complaint, the complainant may take legal action within four weeks of notification.

6.6 Re-issue

If the right to use the quality seal has been withdrawn, it can be reissued after three months at the earliest. The procedure is governed by Section 2. However, the issuer or an issuing office commissioned by the issuer may impose additional conditions in accordance with Section 5.

6.7 Changes

These implementation provisions, together with specimens (certificate of commitment, certificate of issue), have been submitted to experts for comment and have been submitted to the Federal Ministry of Health for approval. Amendments, including those of an editorial nature, require the prior written consent of the Federal Ministry of Health to be effective. They shall enter into force within a reasonable period of time after they have been published by the publisher.