

Government Notice No. 98 of 2025

THE PRIVATE RECRUITMENT AGENCIES ACT 2023

Regulations made by the Minister under section 23 of the Private Recruitment Agencies Act 2023

1. Citation

These regulations may be cited as the Private Recruitment Agencies Regulations 2025.

2. Interpretation

In these regulations –

“Act” means the Private Recruitment Agencies Act 2023;

“licence” means a licence to operate a private recruitment agency;

“licensee” means the holder of a licence;

“quarter” means –

(a) 1 January to 31 March;

(b) 1 April to 30 June;

(c) 1 July to 30 September; or

(d) 1 October to 31 December;

“vacancy” means a local or overseas vacancy.

3. Application of regulations

(1) These regulations shall not apply to the National Employment Department, to the Mauritiusjobs platform and any such electronic platform of the National Employment Department as may be approved by the Minister.

- (2) Nothing in these regulations shall authorise a licensee –
 - (a) to recruit a citizen or non-citizen who resides abroad for employment with an employer operating or residing abroad; and
 - (b) to recruit a non-citizen working or residing in Mauritius for employment with an employer operating or residing abroad.

(3) Any person who contravenes paragraph (2) shall commit an offence and shall, on conviction, be liable to a fine not exceeding 100,000 rupees and to imprisonment for a term not exceeding 2 years.

4. Application for licence

(1) For the purpose of section 6(3) of the Act, an application to operate a private recruitment agency for the recruitment of –

- (a) citizens for employment in Mauritius;
- (b) citizens for employment abroad; or
- (c) non-citizens for employment in Mauritius,

shall be made to the Permanent Secretary in the form set out in Part I, II or III of the First Schedule, with such modifications and adaptations as may be necessary.

(2) The application under paragraph (1) shall be accompanied by –

- (a) the non-refundable application fee specified in Part I of the Second Schedule; and
- (b) such documents and information as the Permanent Secretary may determine.

(3) (a) For the purpose of section 6(4)(c) of the Act, the Permanent Secretary may designate an officer to inspect the business premises of the applicant to verify whether it is equipped with –

- (i) communication facilities, in good working condition, including fixed telephone line, fax and internet facilities; and
- (ii) other amenities, in good working condition, including a waiting area and restroom.

(b) The business premises of the applicant shall not be located within the residential premises of the applicant.

(4) No application shall be granted unless the Permanent Secretary is satisfied –

(a) that the applicant –

- (i) has demonstrated that the directors or senior officers of the applicant have technical knowledge and experience in the field of recruitment of workers;
- (ii) is conversant with the laws applicable to labour in Mauritius and in the country where the work is to be performed;
- (iii) has sufficient financial resources and an adequate capital structure to serve as a continuing source of financial support for the proposed licensee; and
- (iv) has the ability and willingness to comply with the conditions of the licence;

- (b) as to the fitness and suitability of the applicant's shareholders, directors and senior officers; and
- (c) that the applicant, its shareholders, directors and senior officers have not been involved in any unethical recruitment and have not been convicted of any offence related to the recruitment of workers, or fraud or dishonesty.

(5) For the purpose of section 6(3) and (7) of the Act, the applicant shall, not later than 30 days after the application is granted, pay to the Permanent Secretary –

- (a) the licence fee specified in the second column of Part II of the Second Schedule; and
- (b) the fee, as security deposit, specified in the third column of Part II of the Second Schedule.

(6) Where the applicant fails to pay the fees required under paragraph (5), the application shall lapse.

(7) A licence issued under this regulation shall –

- (a) be valid for a period of 3 years; and
- (b) shall respectively be in the form set out in Part I, II or III of the Third Schedule.

5. Renewal of licence

(1) For the purpose of section 7(1) and (2) of the Act, an application for the renewal of the licence to operate a private recruitment agency for the recruitment of –

- (a) a citizen for employment in Mauritius;
- (b) a citizen for employment abroad; or

(c) a non-citizen for employment in Mauritius, shall be made to the Permanent Secretary in the form set out in Part I, II or III of the First Schedule, with such modifications and adaptations as may be necessary.

(2) The application under paragraph (1) shall be accompanied by –

- (a) the non-refundable application fee specified in Part I of the Second Schedule; and
- (b) such documents and information as the Permanent Secretary may determine.

(3) No application shall be granted by the Permanent Secretary unless the applicant satisfies the requirements of regulation 4(4).

(4) For the purpose of section 7(2) and (6) of the Act, the applicant shall, not later than 30 days after the application is granted, pay to the Permanent Secretary –

- (a) the licence fee specified in the second column of Part II of the Second Schedule; and
- (b) the fee, as security deposit, specified in the third column of Part II of the Second Schedule.

(5) Where the applicant fails to pay the fees required under paragraph (4), the application shall lapse.

(6) A licence renewed under this regulation shall be valid for a period of 3 years.

6. Issue of duplicate licence

For the purpose of section 9(3)(a) of the Act, a duplicate licence shall be issued on payment of the fee specified in Part I of the Second Schedule.

7. Fees for recruitment

(1) For the purpose of section 5(2) of the Act, a licensee shall –

- (a) charge a fee to be agreed upon between the employer and the licensee which will cover the reasonable cost of the licensee's expenses to look for and recruit a worker for that employer; and
- (b) in case the worker is recruited, charge the employer a commission of an amount not exceeding the first month's total salary of that worker, the amount of which shall not exceed any applicable permitted threshold under the law of the country of origin or the country of destination, as the case may be.

(2) For the purpose of section 5(3) of the Act, the following costs incurred in respect of the recruitment of a worker shall be borne by the employer –

- (a) round trip air tickets;
- (b) police report fee;
- (c) passport issuance fee;
- (d) visa fee;
- (e) processing fee;
- (f) work permit fee;
- (g) annual fees;
- (h) such other fees as may be required; and
- (i) such other fees as may be payable to the licensee by the employer.

(3) The employer and the licensee shall enter into an agreement on the terms and conditions set out in the Fourth Schedule.

8. Contract of employment

(1) Every contract of employment entered into between –

- (a) an employer and a citizen who is recruited for employment in Mauritius, shall be governed by the Workers' Rights Act 2019, the applicable Remuneration Order, and collective agreement, and any other relevant employment related legislation and shall be drawn up in triplicate in English or French language;
- (b) an employer and a non-citizen who is recruited for employment in Mauritius shall be drawn up in triplicate in English or French language and shall contain the terms and conditions specified in the Fifth Schedule.

(2) Every contract of employment entered into between an employer and a citizen who is recruited for employment abroad shall be drawn up in triplicate in English or French language and shall, subject to any law applicable to the contract, contain the terms and conditions specified in the Fifth Schedule.

(3) Where a licensee recruits, on behalf of an employer, a worker to work for the employer, the licensee shall –

- (a) keep a copy of the contract of employment and give a copy to the worker and the employer; and
- (b) record the particulars of the worker and the employer in a register.

(4) The register referred to in paragraph (3)(b) shall –

- (a) be kept in such form and manner as the Permanent Secretary may determine; and
- (b) at all times, be available for inspection by such officer as the Permanent Secretary may authorise.

9. Conditions of licence

- (1) Every licensee shall, for the purpose of recruiting –
 - (a) a citizen for employment in Mauritius;
 - (b) a citizen for employment abroad; or
 - (c) a non-citizen for employment in Mauritius,

comply with the terms and conditions specified in Part I, II or III of the Sixth-Schedule, as the case may be.

(2) The licensee shall, at all times, comply with the provisions of any Memorandum of Understanding or bilateral treaty in respect of the recruitment of workers, to which the Government of Mauritius is a signatory.

(3) (a) Any breach by a licensee of any condition of the licence shall be dealt with in accordance with section 8 of the Act.

(b) Where, pursuant to section 8 of the Act, a licence is revoked, the security deposit of the licensee shall be forfeited.

10. Notice of vacancy

(1) Every licensee shall, within 2 working days from receipt of a written request by an employer for recruitment, notify the vacancy to the Ministry in the form set out in the Seventh Schedule.

(2) Every licensee shall, within 15 days of the expiry of each quarter, submit to the Ministry, in respect of –

- (a) vacancies identified by employers, a consolidated return in the form set out in the Eighth Schedule;
- (b) (i) citizens of Mauritius placed in employment in Mauritius;
- (ii) citizens of Mauritius placed in employment abroad; or
- (iii) non-citizens placed in employment in Mauritius, a return in the form set out in Part I, II or III of the Ninth Schedule, as the case may be.

(3) For the purposes of these regulations, a licensee shall give priority to the persons registered on the National Employment Department of the Ministry responsible for the subject of employment.

11. Repatriation of citizens employed abroad

(1) Any citizen recruited by a licensee for employment abroad who –

- (a) becomes incapacitated or is found, following a medical examination, to be unfit for duty;
- (b) is not engaged for employment after being recruited for a reason for which he is not responsible; or
- (c) is found to have been recruited by force, misrepresentation or mistake,

shall be repatriated to Mauritius at the expense of the licensee.

(2) Where a licensee refuses to repatriate a citizen on any ground specified under subsection (1), his security deposit shall be forfeited and the Ministry shall use that security to repatriate the citizen.

12. Offences

(1) Any person who otherwise contravenes these regulations shall commit an offence and shall, unless otherwise provided under the Act, on conviction, be liable to a fine not exceeding 100,000 rupees and to imprisonment for a term not exceeding 2 years.

(2) The Permanent Secretary may vary, suspend or revoke a licence in accordance with section 8 of the Act.

13. Revocation

The Private Recruitment Agencies Regulations 2024 are revoked.

14. Commencement

These regulations shall come into operation on 6 October 2025.

Made by the Minister on 3 October 2025.

FIRST SCHEDULE
[Regulations 4(1) and 5(1)]

**PART I – APPLICATION FOR LICENCE/RENEWAL OF
LICENCE FOR RECRUITMENT OF CITIZENS
OF MAURITIUS FOR EMPLOYMENT
IN MAURITIUS**

Name of applicant

Business registration no.

Date company registered

Office address

Permit/Lease to carry out commercial activities

Document to be submitted with the application

- (1) Copy of National Identity Card (NIC) or valid passport of the applicant
- (2) Copy of certificate of character of the directors/shareholders/promoters
- (3) Copy of certificate of incorporation
- (4) Copy of Business Registration Card
- (5) Copy of proof of residential address of the applicant
- (6) Copy of Building and Land Use Permit (BLUP) or lease agreement to carry out recruitment activities
- (7) Financial statement for last 3 years

Knowledge of existing applicable legislation (Yes/No*)

If yes provide details

.....

.....

Experience in the field of recruitment of workers

.....

Evidence of financial resources

.....

Particulars of directors and shareholders

Name*	Address	Phone no.	Mobile no.	Fax no.	Email address
DIRECTORS					
SHAREHOLDERS					

I hereby declare that the foregoing particulars are true and I undertake to comply with any conditions which may be attached to the grant of a licence.

.....
Name of applicant

.....
Signature of applicant

.....
Date

* *Where the application is made by a company, please provide the particulars of the legal representative*

** *Please tick as appropriate*

**PART II – APPLICATION FOR LICENCE/RENEWAL
OF LICENCE FOR RECRUITMENT OF CITIZENS
OF MAURITIUS FOR EMPLOYMENT ABROAD**

Name of applicant

Business registration no.

Date company registered

Office address

Permit/Lease to carry out commercial activities

Document to be submitted with the application

- (1) Copy of National Identity Card (NIC) or valid passport of the applicant
- (2) Copy of certificate of character of the directors/shareholders/promoters
- (3) Copy of Certificate of Incorporation
- (4) Copy of Business Registration Card
- (5) Copy of proof of residential address of the applicant
- (6) Copy of Building and Land Use Permit (BLUP) or lease agreement to carry out recruitment activities
- (7) Financial statement for last 3 years

Knowledge of existing applicable legislations (Yes/No*)

If yes provide details

.....

.....

Experience in the field of recruitment of workers

.....

Evidence of financial resources

.....

Particulars of directors and shareholders

Name*	Address	Phone no.	Mobile no.	Fax no.	Email address
DIRECTORS					
SHAREHOLDERS					

Security will be furnished by means of** –

- (a) office cheque drawn to the account of the
Government of Mauritius

☐

- (b) an insurance policy by a company registered under the Insurance Act, acceptable by the Permanent Secretary, be deposited with the Accountant-General ☐
- (c) a bank guarantee issued by a bank licensed under the Banking Act, to be deposited with the Accountant-General ☐

Particulars of applicant's employees

SN	Name	NIC no.	Qualifications	Previous work experience

Have you and/or any of your promoters/directors/shareholders/employees ever been, convicted for an offence? If in the affirmative, please provide details as follows –

SN	Name of employee	Offence charged	Name of Court and Cause no./SCR no.	Sentence inflicted

I hereby declare that the foregoing particulars are true and I undertake to comply with any conditions which may be attached to the grant of a licence.

.....
Name of applicant

.....
Signature of applicant

.....
Date

* *Where the application is made by a company, please provide the particulars of the legal representative*

** *Please tick as appropriate*

**PART III – APPLICATION FOR LICENCE/RENEWAL OF
LICENCE FOR RECRUITMENT OF NON-CITIZENS
FOR EMPLOYMENT IN MAURITIUS**

Name of applicant

Business registration no.

Date company registered

Office address

Permit/Lease to carry out commercial activities

Document to be submitted with the application

- (1) Copy of National Identity Card (NIC) or valid passport of the applicant
- (2) Copy of certificate of character of the directors/shareholders/promoters
- (3) Copy of certificate of incorporation
- (4) Copy of Business Registration Card
- (5) Copy of proof of residential address of the applicant
- (6) Copy of Building and Land Use Permit (BLUP) or lease agreement to carry out recruitment activities
- (7) Financial statement for last 3 years

Knowledge of existing applicable legislations (Yes/No)

If yes provide details

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Experience in the field of recruitment of workers

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Evidence of financial resources

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Particulars of directors and shareholders

Name*	Address	Phone no.	Mobile no.	Fax no.	Email address
DIRECTORS					
SHAREHOLDERS					

Security will be furnished by means of** –

- (a) office cheque drawn to the account of the
Government of Mauritius

☐

- (b) an insurance policy by a company registered under the Insurance Act, acceptable by the Permanent Secretary, be deposited with the Accountant-General ☐
- (c) a bank guarantee issued by a bank licensed under the Banking Act, to be deposited with the Accountant-General ☐

Particulars of applicant's employees

SN	Name	NIC no.	Qualifications	Previous work experience

Have you and/or any of your promoters/directors/shareholders/employees ever been, convicted for an offence? If in the affirmative, please provide details as follows –

SN	Name of employee	Offence charged	Name of Court and Cause no./SCR no.	Sentence inflicted

I hereby declare that the foregoing particulars are true and I undertake to comply with any conditions which may be attached to the grant of a licence.

.....
Name of applicant

.....
Signature of applicant

.....
Date

* *Where the application is made by a company, please provide the particulars of the legal representative*

** *Please tick as appropriate*

SECOND SCHEDULE

[Regulations 4(2)(a) and (7), 5(2)(a) and (6) and 6]

PART I

	(Rs)
Application fee	5,000
Fee for duplicate licence	3,000

PART II

Type of licence	Fees payable every year (Rs)	Security deposit (Rs)
Citizens of Mauritius for employment in Mauritius	25,000	Nil
Citizens of Mauritius for employment Abroad	50,000	1,000,000
Non-citizens for employment in Mauritius	50,000	1,000,000

THIRD SCHEDULE

[Regulation 4(9)(b)]

**PART I – LICENCE FOR RECRUITMENT OF CITIZENS
OF MAURITIUS FOR EMPLOYMENT IN MAURITIUS**

This is to certify that (name of company) of (address) is hereby authorised to recruit citizens of Mauritius for employment in Mauritius.

This licence shall be subject to the following conditions –

- (a) the licence is valid for a period of 3 years; and
- (b) the licence is not transferable.

This licence will be revoked in case of non-compliance with the Private Recruitment Agencies Act 2023 and any regulations made thereunder.

.....
Name of officer

.....
Signature of officer

.....
Stamp

.....
Date

**PART II – LICENCE FOR RECRUITMENT OF CITIZENS
OF MAURITIUS FOR EMPLOYMENT ABROAD**

This is to certify that (name of company) of (address) is hereby authorised to recruit citizens of Mauritius for employment abroad.

This licence shall be subject to the following conditions –

- (a) the licence is valid for a period of 3 years;
- (b) the licence is not transferable; and
- (c) the recruitment of Mauritian female nationals for employment as housemaid in the Gulf countries is not authorized.

This licence will be revoked in case of non-compliance with the Private Recruitment Agencies Act 2023 and any regulations made thereunder.

.....
Name of officer

.....
Signature of officer

.....
Stamp

.....
Date

**PART III – LICENCE FOR RECRUITMENT
OF NON-CITIZENS FOR EMPLOYMENT
IN MAURITIUS**

This is to certify that (name of company) of (address) is hereby authorised to recruit non-citizens for employment in Mauritius.

This licence shall be subject to the following conditions –

- (a) the licence is valid for a period of 3 years;
- (b) the licence is not transferable.

This licence will be revoked in case of non-compliance with the Private Recruitment Agencies Act 2023 and any regulations made thereunder.

..... Name of officer Signature of officer
..... Stamp Date

FOURTH SCHEDULE

[Regulation 7(3)]

**TERMS AND CONDITIONS OF CONTRACT BETWEEN
THE LICENSEE AND EMPLOYER**

A recruitment contract between a licensee and an employer shall contain at least the following information –

- (a) the name, address and particulars of the parties;
- (b) the services to be provided by the licensee;
- (c) particulars of the valid licence held by the licensee;
- (d) information to be provided by the employer regarding –
 - (i) the type of worker to be recruited;
 - (ii) the description of work to be performed by the worker;
 - (iii) the work classification and grade; and
 - (iv) the salary to be paid to the worker;
- (e) the timeframe for the recruitment of the worker;
- (f) the fees and expenses to be paid to the licensee, including travelling and other cost of bringing the worker from place of origin to place of work;
- (g) the undertaking by employer to pay all recruitment fees and related cost;
- (h) the undertaking by the parties not to claim any recruitment fees and related cost from the worker and to ensure that no such fees and cost are paid by the workers to anyone in Mauritius or abroad in connection with his recruitment;

- (i) the undertaking by both parties to comply with all applicable laws including without limitation of any anti-corruption laws when recruiting workers;
 - (j) the protection of personal data of worker to be recruited; and
 - (k) the grounds on which contract can be terminated and dispute resolution mechanism.
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FIFTH SCHEDULE

[Regulation 8(1)]

**TERMS AND CONDITIONS OF THE CONTRACT
OF EMPLOYMENT**

An individual contract of employment shall contain the following information –

- (a) the name, National Identity Card no./passport no., family status and residential address of the worker;
- (b) name and particulars of employer;
- (c) the occupational category in which the worker is placed, job description and place of work;
- (d) the remuneration for ordinary hours of work, overtime, night work, holidays, days of rest, vacation and other leave entitlement, the currency for wage payment and frequency of pay;
- (e) bonuses, indemnities, allowances and other fringe benefits, if any payable to the worker;
- (f) Union of other legal dues payable by the worker, if applicable;
- (g) the conditions under which and extent to which the employer may be authorised to make any deductions from remuneration of the worker;
- (h) the conditions regarding board and lodging of the worker, indicating if any amount be payable by the worker for meals and lodging;

- (i) the commencement date and duration of the contract as well as the conditions of renewal and renunciation of the contract;
 - (j) the conditions under which entry and residence in the territory of immigration are permitted;
 - (k) the method of meeting the expenses of the journey of the recruited worker;
 - (l) the grounds on which the contract may be prematurely terminated;
 - (m) grievances or complaint mechanism; and
 - (n) any other provision which is required to be included in the contract of employment under the law of the place where the work will be performed.
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SIXTH SCHEDULE

[Regulation 9(1)]

**PART I – CONDITIONS FOR RECRUITMENT OF
CITIZENS OF MAURITIUS FOR EMPLOYMENT
IN MAURITIUS**

The conditions attached to the licence are as specified hereunder.

1. Compliance with international standards on prohibition of forced labour

(1) The licensee shall ensure that workers are not forced to work beyond their working hours, unless they are agreeable.

(2) The licensee shall not be involved in trafficking in persons in its operations and/or in services or operations of its business partners and sub-agents to which they are directly linked.

(3) The licensee shall not retain the services of recruiters, agents or institutions who are not authorised or accredited in their respective country of operation.

2. Service agreement between licensee and employers

(1) The licensee shall sign a written service agreement which will set out all necessary details pertaining to the job with each employer seeking to employ one or more Mauritian workers.

(2) The licensee shall ensure that the Mauritian workers' rights are respected including amongst other payment of wages/salaries, other employment-based benefits.

(3) The licensee shall ensure that necessary documents are collected from the jobseeker for onwards submission to the employer.

3. Provide accurate and adequate information to Mauritian worker

(1) The licensee shall explain, in details, the terms and conditions of the contract of employment to the worker.

(2) The licensee shall provide an original copy of his contract of employment to each worker.

(3) The licensee shall ensure ongoing supervision and assistance to the Mauritian worker in case of need.

4. Discrimination

(1) The licensee shall clearly explain to the Mauritian worker the criteria for selection and not use any language that is discriminatory for every job advertisement.

(2) The licensee is expected to ensure that candidates are treated without discrimination across the recruitment, selection and deployment phases.

(3) The licensee shall ensure that no worker is discriminated on the grounds of race, gender, age, religion, disability, family responsibilities, physical or health condition, economic and social standing, religion, opinion or political view, education, skin colour, nationality, marital status and trade union membership.

(4) The licensee shall ensure that all applicants are considered fairly for all job positions and are informed of their rights at work.

5. Data storage, retention and protection

(1) The licensee shall ensure that all data collected in the functioning of the private recruitment agency is in accordance with the Data Protection Act.

(2) The licensee shall ensure that all risks of data loss, breaches, privacy violations, potentially leading to financial losses, reputational damage are dealt with promptly.

(3) The licensee shall keep a record of every information, in respect of any recruitment process from the date the licensee advertises a job until it refers the applicant to the employer.

(4) (a) The licensee shall not, unless with the written consent of the worker or employer, as the case may be, directly or indirectly give, divulge, or reveal to any person any information in respect of any worker or employer, as the case may be, collected during the recruitment process on any worker or employer.

(b) The licensee shall ensure that the collection, use, and disclosure of such information are in accordance with the Data Protection Act.

(c) The information available under this paragraph shall, at all times be available for inspection by the Permanent Secretary or such officer as he may authorise.

6. Provision of information to authorities and reporting

The licensee shall, when so required by the Permanent Secretary or any potential employer, provide information, documents and statements which are true, correct and accurate.

The licensee shall, in the form set out in Part I, II or III of the Ninth Schedule, submit reports on a quarterly basis.

7. Prohibition to impose recruitment fees and costs on Mauritian workers

(1) (a) The licensee shall not charge any fee or cost to the workers.

(b) Every fee or cost shall, in respect of a citizen worker, be borne by the employer.

(2) The licensee shall sign a written agreement with the employer, stating detailed breakdown of every fee or cost payable by the employer to comply with any legal or administrative requirements locally.

(3) The citizen worker shall not sign any bond upon placement unless it is a legal requirement in the place where the work will be performing

8. Respect for transparency of terms and conditions of employment

(1) The licensee shall provide the citizen workers with a written employment contract.

(2) The licensee shall ensure that –

- (a) an employment contract to Mauritian workers is given to them prior to their employment;
- (b) the employment contract is agreed and signed by the Mauritian workers without coercion; and
- (c) the terms and conditions of employment are the same or not less favourable as originally offered by the employer and comply with the prevailing law in Mauritius

9. Respect for access to remedy

The licensee shall ensure that –

(a) the Mauritian worker is informed of the proper mechanism and process for addressing grievances related to the recruitment process in Mauritius; and

(b) the Mauritian workers have an open and direct access to the grievance's mechanisms as per law.

10. Monitoring

(1) Where a citizen worker is placed in an employment by the licensee, the latter shall monitor his employment and perform checks with the citizen worker and the employer, at least once within the first 3 months from the date of placement.

(2) The licensee shall maintain and retain records on a yearly basis of information collected from the employer on the working conditions or other issues of the worker and furnish the records to the Ministry of Labour and Industrial Relations upon request for any remedial action.

11. Ongoing due diligence

The licensee shall perform ongoing due diligence on employers to ensure their continued and uninterrupted compliance with the prevailing laws in Mauritius.

PART II – CONDITIONS FOR RECRUITMENT OF CITIZENS OF MAURITIUS FOR EMPLOYMENT ABROAD

The conditions attached to the licence shall be as stated hereunder.

1. Compliance with international standards on prohibition of forced labour

(1) The licensee shall ensure that international standards on prohibition of forced labour are adhere to and that the citizen worker is not exploited abroad.

(2) The licensee shall not be involved in trafficking in persons in its operations and/or in services or operations of its business

partners and sub-agents to which they are directly linked, locally and abroad.

(3) The licensee shall not use recruiters, agents or institutions that are not legally authorised or accredited in their respective country of operation.

2. Service agreement between licensee and employers

(1) The licensee shall sign a written service agreement, including all necessary details pertaining to the job with each employer seeking to employ one or more Mauritian workers.

(2) The licensee shall ensure that the citizen workers' rights are respected in the country of destination, including amongst others, payment of wages or salaries, other employment-based benefits.

(3) The licensee shall ensure that the employer in the country of destination repatriate the citizen worker in case of default by the employer.

(4) The licensee shall ensure that necessary documents are collected from the jobseeker for onwards submission to the employer abroad.

3. Provide accurate and adequate information to the citizen worker prior to deployment abroad

(1) The licensee shall fully explain the terms and conditions of the contract of employment to the worker in a language that he understands.

(2) The licensee shall provide an original copy of his contract of employment to each worker.

(3) The licensee shall offer pre-departure orientation materials in English or French, ensure ongoing supervision and assistance to the citizen worker in case of need.

4. Discrimination

(1) The licensee shall clearly state the selection criteria to the citizen worker in a language that he/she understands for every job advertisement.

(2) The licensee is expected to ensure that candidates are treated without discrimination across the recruitment, selection and deployment phases.

(3) The licensee shall ensure that no worker is discriminated on the grounds of race, gender, age, religion, disability, family responsibilities, physical or health condition, economic and social standing, religion, opinion or political view, education, skin colour, nationality, marital status and trade union membership.

(4) The licensee shall ensure that all applicants are considered fairly for all job positions and are informed of their rights at work in the country of destination and how to enforce them.

5. Data storage, retention and protection

(1) The licensee shall ensure that all data collected in the running of the licensee is kept safely in accordance with the Data Protection Act.

(2) The licensee shall ensure that all risks of data loss, breaches, privacy violations, and poor quality, potentially leading to financial losses, reputational damage and legal consequences are mitigated.

(3) The licensee will retain information on any recruitment process from the date the licensee advertises a job to the date it refers the applicant to the employer for at least 5 years;

(4) The licensee shall furnish to the Ministry of Labour and Industrial Relations all collected information as and when required.

(5) The licensee shall not, unless with the written consent of worker or employer (as the case may be), directly or indirectly give, divulge, or reveal to any persons any information collected during the recruitment process on any worker or employer.

(6) The licensee will ensure that the collection, use, and disclosure of such information will be in line with the requirements of any prevailing law in the country of destination as well as in Mauritius.

(7) These conditions will not apply in the case where the information is required for the purpose of any investigation in the country of destination, or as and when required by the Ministry of Labour and Industrial Relations.

6. Provision of information to authorities and reporting

(1) The licensee shall provide information, documents, and statements which are true and correct as and when required by the Ministry of Labour and Industrial Relations.

(2) The licensee shall use the template provided by the Ministry of Labour and Industrial Relations under the Ninth Schedule to submit reports on a quarterly basis.

(3) The licensee shall have contact details of the citizen worker's family and address and contact details of employer abroad.

(4) The licensee shall inform the citizen workers of the modalities in case of abusive working conditions abroad.

7. Prohibition to impose recruitment fees and costs on citizen workers

(1) The licensee is prohibited to charge any fee/cost from the workers. Such fees/costs shall be borne by the employer where the citizen worker would be deployed.

(2) The licensee shall sign a written agreement with the employer, clearly stating detailed breakdown of each fee or cost payable by the employer to comply with any legal or administrative requirements locally or abroad.

(3) The licensee shall have a policy commitment prohibiting the charging of fees and related costs to the citizen workers. This policy shall be communicated to all key stakeholders, including staff and employers of the licensee.

(4) The licensee shall inform jobseekers during the recruitment process that they do not bear any fee/cost of recruitment.

8. Respect for freedom of movement

(1) The licensee shall not withhold the passports, other identity documents, work permits or other documents of citizen workers.

(2) The licensee shall not enter into agreements with a worker to retain and/or transfer the latter's passport, national identity card or work permit except for the purpose of procuring employment for him/her abroad.

(3) The licensee shall not withhold bank books, bank cards, deeds to real or personal property of the migrant workers or their family members.

(4) The licensee shall ensure that the employment contract and service agreement in respect of the citizen worker do not limit their freedom of movement.

9. Respect for transparency of terms and conditions of employment

(1) The licensee shall provide the citizen workers with a written employment contract that is straightforward and understandable by them and contains at a minimum provision set out in the Fifth Schedule.

(2) The licensee shall ensure that –

- (a) an employment contract to Mauritian workers is given to them prior to their deployment;
- (b) the employment contract is agreed to and signed by Mauritian workers without coercion;
- (c) the terms and conditions of employment are the same as originally offered by the employer and comply with applicable law abroad;
- (d) the employment contract signed by the worker is not substituted for another employment contract unless for better living and working conditions and agreed upon with the Mauritian worker; and
- (e) Mauritian workers are provided with pre-departure orientation training.

10. Respect for access to remedy

The licensee shall ensure that –

- (a) the Mauritian worker is informed of the proper mechanism and process for addressing grievances related to the recruitment process in the country of destination; and

- (b) the Mauritian workers have an open and direct access to the grievances mechanisms in the country of destination.

11. Decent accommodation

The licensee shall ensure that arrangement has been made by the employer to accommodate the worker in a decent accommodation.

12. Monitoring

(1) Where a citizen worker has been deployed by a licensee, the latter shall monitor his employment and perform checks with the citizen worker and the employer, at least once within the first 3 months from the date of deployment.

(2) The licensee shall maintain and retain records on a yearly basis of information collected from the employer on the working conditions or other issues of the worker and furnish the records to the Ministry of Labour and Industrial Relations upon request for any remedial action.

13. Ongoing due diligence

The licensee shall perform on-going due diligence on employers to ensure their continued and uninterrupted compliance with applicable laws in country of destination and International labour standards.

14. Repatriation

(1) The licensee shall ensure that the employer abroad takes necessary action in due course to repatriate and bear the full cost of repatriation of the citizen worker upon completion of contract of employment.

(2) The licensee shall ensure that the employer bear all cost of repatriation in case where the contract of employment is terminated for any reason that is not attributable to the citizen worker.

(3) The licensee shall ensure that the employer bear all repatriation cost in cases where the citizen worker has been reported missing and found.

(4) The licensee shall ensure that the employer bear all repatriation cost in cases where the court proceedings concerning a citizen worker involved in a criminal case has been finalised.

(5) The licensee shall ensure that no citizen worker is repatriated without first taking reasonable steps to ensure that such repatriation would not deny any claim that has been filed or is intended to be filed by the Mauritian worker for salary arrears as per prevailing law in the country of destination or any other outstanding benefits.

**PART III – CONDITIONS FOR RECRUITMENT
OF NON-CITIZENS FOR EMPLOYMENT
IN MAURITIUS**

The conditions attached to the licence are as specified hereunder.

1. Compliance with international standards on prohibition of forced labour

(1) The licensee shall comply with international standards on prohibition of forced labour.

(2) The licensee shall demonstrate his/her commitment towards elimination of forced labour.

(3) The licensee shall not be involved in trafficking in persons in its operations and/or in services or operations of its business partners and sub-agents to which they are directly linked, locally and abroad.

(4) The licensee shall not use recruiters, agents or institutions that are not legally authorised or accredited in their respective country of operation.

2. Service agreement between licensee and employers

(1) The licensee shall sign a written service agreement, including all necessary details pertaining to the job with each employer seeking to employ one or more expatriates.

(2) The licensee is jointly and severally liable with the employer for payment of wages, other employment-based benefits and repatriation in case of default by the employer.

(3) The licensee shall ensure that necessary documents in respect of the worker are available for the employer to apply for respective work permit.

3. Provide accurate and adequate information to migrant workers in a timely manner

(1) The licensee shall fully explain the terms and conditions of the contract of employment to the worker.

(2) The licensee shall provide an original copy of his/her contract of employment to each migrant worker.

(3) The licensee shall offer pre-departure orientation materials in the native language of the worker, ensure on-going supervision and assistance to the migrant worker.

4. Discrimination

(1) The licensee shall clearly state the selection criteria and not use any language that is discriminatory for every job advertisement.

(2) The licensee is expected to ensure that candidates are treated without discrimination across the recruitment, selection and deployment phases.

(3) The licensee shall ensure that no worker is discriminated on the grounds of race, gender, age, religion, disability, family responsibilities, physical or health condition, economic and social standing, religion, opinion or political view, education, skin colour, nationality, marital status and trade union membership.

(4) The licensee shall ensure that all applicants are considered fairly for all job positions and are informed of their rights at work and how to enforce them.

5. No restriction on the freedom of association of migrant workers

(1) In the recruitment process, the licensee shall not discriminate against workers based on their support for or membership of a trade union;

(2) Service agreements between the licensee and job seekers shall not prohibit or discourage from joining or forming trade unions and bargain collectively.

(3) The licensee shall not retaliate against migrant workers based upon their support or participation in any trade union or collective bargaining process.

6. Data storage, retention and protection

(1) The licensee shall ensure that all data collected in the running of the licensee is kept safely in line with the Data Protection Act.

(2) The licensee shall ensure that all risks of data loss, breaches, privacy violations, and poor quality, potentially leading to financial losses, reputational damage and legal consequences, are mitigated.

(3) The licensee will retain information on any recruitment process from the date the licensee advertises a job to the date it refers the applicant to the employer, for at least 5 years.

(4) The licensee shall furnish to the Ministry of Labour and Industrial Relations all collected information as and when required.

(5) The licensee will not, unless with the appropriate written consent from worker or employer (as the case may be), directly or indirectly give, divulge, or reveal to any persons any information collected during the recruitment process on any worker or employer.

(6) The licensee will ensure that the collection, use, and disclosure of such information will be in line with the requirements of any prevailing law.

(7) These conditions will not apply in the case where the information is required for the purpose of any investigation under any law, or as and when required by the Ministry of Labour and Industrial Relations.

7. Provision of information to authorities and reporting

(1) The licensee shall provide information, documents, and statements which are true and correct as and when required by the Ministry of Labour and Industrial Relations.

(2) The licensee shall use the template provided by the Ministry of Labour and Industrial Relations under the Ninth Schedule to submit reports on a quarterly basis.

(3) The licensee shall provide information upon request to the Ministry of Labour and Industrial Relations, during regular or ad hoc inspections.

(4) The licensee shall have contact details of the migrant worker's family.

(5) The licensee shall inform the migrant workers of the modalities for changing employer in case of abusive working conditions.

8. Prohibition to impose recruitment fees and costs on migrant workers

(1) The licensee shall not charge any fee or cost from migrant workers.

(2) Every fee or cost shall, in respect of a migrant worker, be borne by the employer.

9. Respect for freedom of movement

(1) The licensee shall not withhold the passports, other identity documents, work permits or other documents of migrant worker.

(2) The licensee shall not enter into agreements with a worker to retain and/or transfer the latter's passport, national identity card or work permit except for the purpose of procuring employment for him.

(3) The licensee shall not withhold bank books, bank cards, deeds to real or personal property of the migrant workers or their family members.

(4) The licensee shall ensure that the employment contract and service agreement with the migrant workers do not limit their freedom of movement.

10. Respect for transparency of terms and conditions of employment

(1) The licensee shall provide migrant workers with a written employment contract that is straightforward and understandable by them and contains at a minimum provision set out in the Fifth Schedule.

(2) The licensee shall ensure that –

- (a) an employment contract to migrant workers prior to their deployment;
- (b) the employment contract is agreed to and signed by migrant workers without coercion;
- (c) the terms and conditions of employment are the same as originally offered by the employer and comply with applicable law;

- (d) the employment contract signed by the worker is not substituted for another employment contract unless for better living and working conditions and agreed upon with the migrant worker; and
- (e) migrant workers are provided with pre-departure orientation training.

11. Respect for access to remedy

The licensee shall ensure that –

- (a) the migrant worker is informed of the proper mechanism and process for addressing grievances related to the recruitment process in the country of destination; and
- (b) the migrant workers have an open and direct access to the grievances mechanisms in the country of destination.

12. Decent accommodation

The licensee shall ensure that arrangement is made by the employer to accommodate the worker in a decent accommodation.

13. Monitoring

(1) Where a migrant worker is deployed by a licensee, the latter shall monitor his/her employment and perform checks with the migrant worker and the employer, at least once within the first 3 months from the date of deployment.

(2) The licensee shall maintain and retain records of the checks performed on a yearly basis from the date of the checks and furnish the records to the Ministry of Labour and Industrial Relations upon request.

14. Ongoing due diligence

The licensee shall perform ongoing due diligence on employers to ensure their continued and uninterrupted compliance with applicable laws and labour standards.

15. Repatriation

(1) The licensee shall ensure that, within a timeframe as the Ministry of Labour and Industrial Relations may determine, the employer repatriate and bear the full cost of repatriating any migrant worker brought into Mauritius.

(2) The licensee shall ensure that the employer bears all cost of repatriation where the contract of employment is terminated for any reason that is not attributable to the migrant worker.

(3) The licensee shall ensure that the employer bears all repatriation cost in cases where the migrant worker has been reported missing and found.

(4) The licensee shall ensure that the employer bears all repatriation cost in cases where the court proceedings concerning a migrant worker involved in a criminal case has been finalised.

(5) The licensee shall ensure that no migrant worker is repatriated without first taking reasonable steps to ensure that such repatriation would not frustrate or deny any claim that has been filed or is intended to be filed by the migrant worker for salary arrears under the Workers' Rights Act 2019 or any other outstanding benefits.

SEVENTH SCHEDULE

[Regulation 10(1)]

NOTIFICATION OF VACANCIES

Year

Address (optional)

Fax (optional)

Economic activity

Occupation

Number of posts: Male Female

Site of work

Academic qualifications required

Subjects

Technical

Subjects

Professional

Subjects

Experienced required

Salary offered (optional)

Fringe benefits

Subjects

Other information

Last day for application

Can Ministry post full details onto the Internet and other computer networks?

Yes/No*

(If No, details will be posted but without identifying the employer)

.....
Name

.....
Signature

.....
Name of licensee

.....
Date

.....
Email address

.....
Office stamp

.....
Telephone no.

.....
Mobile no.

EIGHTH SCHEDULE
[Regulation 10(2)(a)]

CONSOLIDATED RETURN

Consolidated return of local and overseas vacancies notified for
period

Occupation	Number of vacancies notified			Country of employment
	Male	Female	Total	

.....
Name Signature

.....
Name of licensee Date

.....
Email address Office stamp

.....
Telephone no. Mobile no.

NINTH SCHEDULE

[Regulation 10(2)(b)]

PART I – RETURN OF PARTICULARS OF CITIZENS OF MAURITIUS PLACED IN EMPLOYMENT IN MAURITIUS

Return of placement made in Mauritius of citizens of Mauritius,
for period starting on and ending on
.....

Occupation	Number placed		
	Male	Female	Total
Total			

.....
Name

.....
Signature

.....
Name of licensee

.....
Date

.....
Email address

.....
Office stamp

.....
Telephone no.

.....
Mobile no.

PART II – RETURN OF PARTICULARS OF CITIZENS OF MAURITIUS PLACED
IN EMPLOYMENT ABROAD

Return of placements made abroad of citizens of Mauritius, for period starting on
..... and ending on.....

Sector deployed	Name	Gender	Pre-departure orientation & training (Yes/No)	Work permit number	Validity of work permit	Wage of worker	Fees collected from employer	Name of Mauritian worker repatriated	Reason for repatriation
Total number of Mauritian worker									

.....

Name

Signature

.....

Name of licensee

Date

.....

Email address

Office stamp

.....

Telephone no.

Mobile no.

.....

PART III – RETURN OF PARTICULARS OF NON-CITIZENS PLACED IN EMPLOYMENT IN MAURITIUS

Return of particulars of non -citizens placed in employment in Mauritius for period starting on and ending on.....

Sector deployed	Name	Gender	Pre-departure orientation & training (Yes/No)	Work permit number	Validity of work permit	Wage of worker	Fees collected from employer	Name of Migrant worker repatriated	Reason for repatriation
Total number of expatriates									

.....
Name

.....
Signature

.....
Name of licensee

.....
Date

.....
Email address

.....
Office stamp

.....
Telephone no.

.....
Mobile no.