

**MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF DISPUTE RESOLUTION,
SOCIAL DIALOGUE AND WAGE PROTECTION**

**BETWEEN THE GOVERNMENT OF THE STATE OF QATAR
AND
THE GOVERNMENT OF THE NETHERLANDS
AND
THE INTERNATIONAL LABOUR ORGANIZATION**

The Government of the State of Qatar, the Government of the Netherlands, and the International Labour Organization, represented by the International Labour Office (ILO) (hereinafter collectively “the Participants”);

WHEREAS, the Government of the State of Qatar, represented by the Ministry of Labour (MOL), and the ILO have entered into an Agreement concerning the Technical Cooperation Project in Qatar (hereinafter “the Agreement”), which is set to continue until 31 December 2023;

WHEREAS, the Government of the Netherlands represented by the Embassy of the Netherlands wishes to work together with the Qatari Ministry of Labour and the ILO on the supporting of certain activities foreseen in this Memorandum of Understanding (MOU)

RECALLING the ILO Declaration on Fundamental Principles and Rights at Work (1998), as amended in 2022, the ILO Declaration on Social Justice for a Fair Globalization (2008), as amended in 2022 and the 2019 ILO Centenary Declaration for the Future of Work;

RECALLING the ILO’s Forced Labour Convention, 1930 (No. 29), Abolition of Forced Labour Convention, 1957 (No. 105), Discrimination (Employment and Occupation) Convention, 1958 (No. 111), Minimum Age Convention, 1973 (No. 138), Worst Forms of Child Labour Convention, 1999 (No. 182), Occupational Safety and Health Convention, 1981 (No. 155), the Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187), and Labour Inspection Convention, 1947 (No. 81).

THEREFORE, they have reached the following understanding:

Paragraph (1)

The purpose of this MOU is to institutionalize and develop the existing collaboration between the Participants.

Paragraph (2)

The Participants will cooperate within the framework of this MOU and, more particularly, in the areas of:

- **Dispute resolution, social dialogue and wage protection** as described in the Overview of Collaboration in the Annex to this MOU;
- The Participants will also facilitate mutual contacts, exchanges and collaboration between governmental and quasi-governmental agencies, private sector institutions and civil society.

Paragraph (3)

Cooperation under this MOU may take the following forms:

1. Exchange of information;
2. Exchange of delegations and experts;
3. Study visits;
4. Promotion of technical cooperation among public institutions;
5. Webinars;
6. Any other form of cooperation that may be jointly decided by the Participants in the future.

Paragraph (4)

The Participants will cooperate in good faith to implement the provisions of this MOU.

Paragraph (5)

The cooperation activities will be subject to the availability of the Participants' human and financial resources.

Paragraph (6)

The specific activities, programs or projects to be carried out under this MOU will be the subject of further and distinct written arrangements which will be discussed and approved directly by the respective Participants.

Paragraph (7)

This MOU will not entail any financial or legal commitments on the part of any of the Participants, either under national or international law.

Paragraph (8)

Nothing in this MOU or relating thereto will be construed as constituting a waiver of the privileges and immunities enjoyed by the ILO or the government of the Netherland

Paragraph (9)

Any dispute relating to the interpretation, application or implementation of this MOU will be settled amicably through consultations between the Participants, via diplomatic channels.

Paragraph (10)

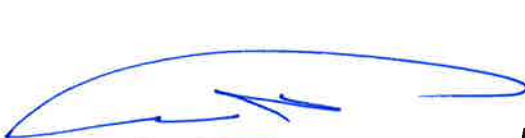
This MOU may be reviewed annually by the Participants, and amendment may be made upon mutual written consent of the Participants. These amendments will form an integral part of this MOU and will come into operation upon their signature by the Participants.

Paragraph (11)

This MOU will come into operation upon its signature by the Participants and will remain in operation for a period of one year, renewable automatically for additional periods of one year until the end of 2025, subject to future cooperation between the State of Qatar and the ILO, unless any Participant notifies the others in writing, through diplomatic channels, of its desire to terminate it at least (30) thirty days before its termination or end date.

The termination or expiration of this MOU will not affect the activities or programs being implemented under this MOU, until their completion, unless the Participants decide otherwise in writing.

Signed at Doha on 12\01\2023 in triplicate original copies, in the Arabic and English Languages, both texts being equally authentic.



***For the Government
of the State of Qatar***

**H.E. Dr. Ali bin Samikh Al-Marri
Minister of labour**



***For the International Labour
Organization***

**Mr. Max Tuñon
Head of the ILO Project
Office for the State of Qatar**



***For the Government
of the Netherlands***

**H.E. Wopke Hoekstra
Deputy Prime Minister, Minister
of Foreign Affairs**



وزارة العمل
Ministry of Labour
دولة قطر • State of Qatar



International
Labour
Organization



Kingdom of the Netherlands

**OVERVIEW OF COLLABORATION
QATAR – THE NETHERLANDS – ILO
2023 – 2025**

The three themes set out below were identified during discussions in September and October 2022 among the Participants. These will form the basis of a calendar of actions up to the end of 2025. Participants will meet to review progress and discuss opportunities on an annual basis or as necessary.

The costs associated with the specific services outlined in these themes will be met by the ILO Project Office in Doha and by the Embassy of the Kingdom of the Netherlands in Doha, according to the availability of funds and following consent on the specific activities. These costs will form part of the written arrangement which is discussed and accepted ahead of any activities being carried out.

1. Dispute resolution:

- a. The training of Government, quasi-government, and private sector entities on collective labour dispute prevention and resolution processes and policies, including in specific sectors (e.g., construction, facilities management, hospitality, and private security services) and on specific themes (e.g., working and living conditions but also discrimination and violence and harassment at work).
- b. In terms of advice, respective activities may include:
 - i. Facilitate an exchange between the Ministry of Labour of Qatar and relevant Dutch stakeholders and implementing partners on advice and conciliation services offered to Works Councils and employers.
 - ii. Facilitate exchanges between Works Councils in the Netherlands and joint committees in the State of Qatar, ideally from similar sectors.
 - iii. Facilitate an exchange between Qatar-based and Dutch third-party actors (coaches, advisors, trainers, legal counsellors) who intervene in the prevention and resolution of labour disputes.

2. Social Dialogue:

- a. Implement new editions of module two of the training programme for joint committees on employee participation rights.
- b. To ensure the sustainability of the above training after this MoU, implement training of trainers for joint committees in the hospitality sector, in collaboration with the Central Labour Management Consultation Committee for Hotels in Qatar. This includes the development of a training of trainers' handbook.

3. Wage Protection:

- a. Facilitate exchanges on systems for wage protection, especially in the case of company insolvency.
- b. Facilitate exchanges on the operations of the Workers' Support Fund in the State of Qatar.
- c. Facilitate information and expertise exchanges on labour inspection and the labour courts in wage protection.