

Agreement
between
Ministry of Senior Citizens of Denmark
and
Norka Roots, Thycaud, Thiruvananthapuram under the Department
of NORKA, Government of Kerala, Republic of India
on
the Placement of Health Care Professionals from the State of Kerala,
Republic of India
in Employment as Registered Health Care professionals in Denmark

The Norka Roots, Thycaud, Thiruvananthapuram under the Department of NORKA, Government of Kerala, Republic of India represented by the Chief Executive Officer, Norka Roots and the Ministry of Senior Citizens of Denmark represented by the Deputy Permanent Secretary, Ministry of Senior Citizens of Denmark both hereinafter jointly referred to as “participants” and singularly as the “participant” have agreed to the following/reach the following understanding for this Agreement:

Introduction

The aim of this Agreement is to integrate qualified and skilled health and care professionals from the Indian State of Kerala into employment as health and care professionals in Denmark.

Referring to the Mobility and Migration Partnership Agreement signed on 22 February 2024 in New Delhi between the Government of the Republic of India and the Government of Denmark, the participants will commit to establish a cooperation in the area of qualification, recruitment, deployment and employment of Indian

health, care, and nursing professionals (hereinafter jointly referred to as “Professionals”) in Denmark.

The participants welcome a cooperation that promotes the international mobility of highly motivated and qualified Indians for opportunities for reskilling and employment in the Danish healthcare and elderly care sector. The pivotal aim is to establish a scheme for the recruitment of healthcare and elderly care professionals to Denmark. To this end, the participants declare a mutual interests in creating a framework for recruitment of professionals in India to Denmark including any complementary initiatives to support Danish language training, education, up- or reskilling of professionals and associated pathways for cooperation between the participants in these areas. The participants further welcome any future initiatives derived from this programme that may support development and improvement of elderly care and geriatric care policies in Kerala.

Both participants emphasise their will for cooperation that works towards fair, ethical and sustainable recruitment and takes into account the regional and structural circumstances of both countries and are in accordance with the WHO’s Global Code of Practice on the International Recruitment of Health Personnel 2010 and WHO’s Global strategy on human resources for health: Workforce 2030.

This Agreement will comprehensively outline the procedures governing the cooperation for the recruitment and reskilling of qualified individuals for employment in any or all of the following professions in the Danish public healthcare system:

1. *Social & Health Care Assistants (licensed profession)*
2. *Social & Health Care Helper*
3. *BSc. Nurses (licensed profession)*

The project will be considered as a pilot scheme focusing on the recruitment and employment of professionals in the elderly care sector in Denmark in order to accommodate possible adjustments or expansion to the cooperation in the initial period. The collaboration will, in the first instance, focus on recruiting professionals for the purpose of obtaining Danish vocational certificate and authorization as a *Social & Health Care Assistant*, and may gradually be expanded to recruiting Professionals for the purpose of obtaining Danish vocational certificate as a *Social & Health Care Helper* and Danish authorization as a *Nurse*.

This Agreement is part of an integrated Danish approach for the authorization of third country health workers that is intended to ensure alignment between the number of foreign healthcare professionals entering Denmark to obtain Danish authorization, and the number of available employments for adaptation and training purposes. Indian Professionals recruited through this understanding will be exempted from the Danish quota system for authorized foreign healthcare workers and thus effectively prioritized within the mechanism. With the quota system, a cap is set on the number of authorization applications that the Danish Patient Safety Authority can receive each year from applicants who are citizens in a country outside the EU/EEA.

1. Definitions

Definitions for the purpose of this Agreement:

- a) **Applicant** is an Indian national from the State of Kerala who is a qualified healthcare/skilled professional with a proven of Indian Registration Certificate, and intends to work in Denmark under this Agreement;
- b) **Candidate** is an applicant who has passed the selection process;
- c) **Worker** is a candidate who has satisfied the requirements to work in the Denmark and has signed an employment contract;

- d) **Employer** is either a hospital, care facility for the elderly or another institution of the Danish health and care sector (e.g., care facility for the disabled or a doctor's office or other relevant professional or skilled institutions in Denmark) in Denmark;
- e) **The Ministry of Senior Citizens of Denmark** hereinafter referred to as (First Party);
- f) **Norka Roots** hereinafter referred to as (Second Party) established in 2002 is a registered Government company under the State Government of Kerala, Republic of India. It is a nodal agency for all matters to Non-Resident Indian Citizens of Kerala origin. Besides, it is an authorized manpower recruiting agency bearing License No. 549/KER/COM/1000+/05/8760/2011 from the Ministry of External Affairs, Government of India. Norka Roots provides free employability and skill training to job seekers to match them with current job market;
- g) **Employment contract** is a contract between the Indian worker and the employer;
- h) **Vocational certificate and/or authorisation** is a requirement that must be obtained to work in regulated health and care professions in Denmark;
- i) **Residence permit** is a residence title that entitles people from abroad to enter and reside in Denmark. The residence title may also be granted in the form of a visa.

2. Implementation

1. The implementing authority for Denmark will be the Ministry of Senior Citizens. For the Government of Kerala, Republic of India the implementing authority will be Norka Roots, Thycaud, Thiruvananthapuram, Kerala. Other authorities, including Ministries, may be involved in the implementation according to their respective responsibilities. The participants will meet as decided by the two participants to discuss issues of mutual priority.
2. The implementing authorities will ensure streamlined recruitment and placement procedures.

3. The Ministry of Senior Citizens of Denmark will enter into contract with an external implementation partner that will facilitate the implementation of the Danish commitments of this Agreement in the State of Kerala, Republic of India. This includes either directly or indirectly to ensure the recruitment of Indian professionals and the provision of support to Indian candidates in their journey to Denmark, inter alia in relation to required language training, required professional training, providing any economic support for professionals that is included in the partnership. The implementation partner will be granted the authority to implement the Agreement on behalf of Denmark in the State of Kerala, Republic of India, including facilitating arrangements between the Danish Ministry of Senior Citizens and educational institutions in the State of Kerala, Republic of India.
 - a. The external implementation partner shall implement any Danish obligations in the contract in accordance with the principles for recruitment and employment as described in this Agreement, or as later agreed upon, unless explicitly agreed otherwise, on behalf of Danish authorities.
 - b. The external implementation partner will assist successful candidates with administrative processes relating to the Agreement, including assisting in residency permit applications, etc. in accordance with the guidelines and requirements in force at any given time.
 - c. The external implementation partner shall have methodological freedom in carrying out its tasks, provided that the objectives set forth in this Agreement are duly achieved and all applicable requirements are complied with.
4. Once the external implementation partner has been identified, an addendum will be prepared between Norka Roots, the Ministry of Senior Citizens of Denmark,

and the external implementation partner, and the addendum will be attached as an annex to this Agreement. The addendum will outline the specific roles and responsibilities between Norka Roots and the external implementation partner in relation to recruitment, including the agreed procedures for applicant selection, placement, assessment of qualifications, and employment processes. The addendum will also specify that the implementation partner shall pay a service fee per worker to Norka Roots, with the exact amount to be determined at the time of the addendum. In addition, the addendum will set out the documentation required for applicants to be considered for admission to the program. In connection with the preparation of the addendum, additional annexes to this Agreement may be developed by the participants if deemed necessary.

3. Principles and obligations for recruitment and employment

1. Recruitment shall take place in accordance with the guidelines of the World Health Organization (WHO) and the International Labour Organization (ILO).
2. Recruitment and employment process shall adhere to the Employer Pays Principle, whereby costs associated with the recruitment, placement, and employment of professionals will be borne by the Employer or by the external implementation partner. The participants will take all necessary steps to guarantee that no unlawful fees or charges are collected from applicants at any stage of recruitment or employment, either directly or indirectly, in either country.
3. It shall be publicly communicated and clarified to all applicants that no recruitment or placement fees will be charged to the workers. Permissible costs payable by the applicants, if any, will be transparently disclosed and strictly limited to personal documentation costs (e.g., passport, birth certificates).

4. Indian Professionals shall be employed on Danish conditions and in accordance with Danish Law.
5. Transparency and clarity regarding job descriptions, financial compensation, required training courses and employment conditions shall be in place.
6. Recruitment process shall be transparent that Applicant-Professionals receive complete and accurate information regarding their obligations for lawful residence and employment in Denmark.
7. Indian Professionals shall meet the required Danish training and language skills.
8. All activities carried out under this Agreement shall adhere strictly to the applicable laws, regulations, rules, procedures, and mechanisms of both countries.
9. This Agreement is based on the idea of fair migration. This means that it gives appropriate consideration to the interests of the people of Denmark, the people of India and the migrants themselves. The labour-market interests of both countries shall be taken into account in the placement.
10. The participants to this Agreement shall comply with the international principles for the ethical recruitment of skilled workers when implementing this Agreement.
11. The administrative placement Agreement allows for a special residence permit for qualified Indian Professionals, as per the relevant resident law in Denmark.
12. The participants agree that the provisions of this Agreement do not apply to the recruitment of Indian Professionals by employers who recruit directly or via private service providers and private recruitment agencies.

4. Core criteria for the selection of the applicants

1. The applicant shall satisfy the required qualifications/experience for the post. The qualification and the experience for the post will be mutually decided by First

and Second Parties, depending upon requirement in the Danish labour market.

The other criteria for the applicants are as follows.

- a. Legal age of 18 years
- b. Hold Indian citizenship
- c. Hold no criminal record with serious entries
- d. Hold the necessary educational qualifications as a prerequisite for recruitment.

2. Required documents for the application are:

- a. Curriculum Vitae in English .
- b. Legalized Copy of educational Certificate/Registration/Academic Transcript
- c. Legalized Copy of Reference from previous employer (if applicable)
- d. Passport Copy
- e. Aadhar Copy.

5. Education pathway

1. The Danish 'SOSU' educations – Social & Healthcare Assistant and Social & Health Care Helper – are two highly skilled vocational educations that prepare individuals for an essential role in elderly care, social services and healthcare. Social and healthcare assistants- and helpers provide professional care, support, and nursing to elderly, sick, or disabled individuals, ensuring the necessary help.
2. There are no vocational programmes in India that are directly comparable to the Danish *Social & Health Care Assistant* educational program. To obtain a Danish vocational certificate and authorization in the profession, an Indian Professional will therefore have to:
 - a. Hold the necessary educational qualifications as a prerequisite for recruitment.

- b. Undertake a reskilling programme in India, which provides credit transfer.
 - c. Continue a reskilling programme in Denmark to obtain Danish vocational certificate and authorization. During this period, Indian professionals will be enrolled in accordance with Danish regulation and will trigger subsidies during up- or reskilling activities. Hereafter, they can practice in Denmark.
3. There are no vocational programmes in India that are directly comparable to the Danish *Social & Health Care Helpers* educational program. To obtain a Danish vocational certificate in the profession, an Indian Professional will therefore have to:
 - a. Hold the necessary educational qualifications as a prerequisite for recruitment.
 - b. Undertake a reskilling programme in India, which provides credit transfer.
 - c. Continue a reskilling programme in Denmark to obtain Danish vocational certificate. During this period, Indian professionals will be enrolled in accordance with Danish regulation and will trigger subsidies during up- or reskilling activities. Hereafter, they can practice in Denmark.
4. It is the preliminary assessment that the BSc in Nursing program in the State of Kerala, Republic of India is comparable to the nursing education in Denmark. Provided that nurses are to be included in recruitment in the future, this will require an equivalence assessment of selected nursing programs at educational institutions in the State of Kerala compared to the Danish nursing education, and licensed Professionals from the Kerala with a comparable degree in Nursing, i.e., that their education is formally assessed to be equivalent to the Danish nursing degree, will be eligible for recruitment as part of the partnership on the condition that they achieve at least B1 proficiency in Danish

upon arrival to Denmark with a minimum requirement of 9 months of physical language teaching for candidates without prior Danish language skills. Upon arrival to Denmark, the Professionals must undergo a recognition process before their qualifications are officially recognised and they can practice in Denmark.

5. The above is in addition to the required language training as described in paragraph 6.
6. If the candidate does not obtain a certificate and/or authorisation and/or recognition within the timeframe set out in the applicable residence basis, the legal consequence is the termination of the individual's residence in Denmark.

6. Language requirements

At the time of selection, no Danish language knowledge is required. Applicants must declare their willingness to learn Danish language. Applicants with existing Danish language skills are also eligible, subject to conditions specified from time to time depending upon requirements in the Denmark labour market.

Professionals shall attain at least B1 level in Danish upon arrival in Denmark with a minimum requirement of 9 months of participation in intensive Danish language teaching in India, unless the candidate may already have either a Danish, Swedish or Norwegian language proficiency that may exceptionally allow for a shorter language course.

Continuation of Danish language training in Denmark to obtain B2 level language certificate in Danish will be mandatory to all applicants in the partnership according to their Declaration.

7. Employment contract

Ministry of Senior Citizen of Denmark ensures that all employment contracts comply with Danish Labour Law and the relevant collective Agreements as foreseen by the rules in Denmark.

8. Employment as a skilled worker

Workers who have successfully obtained vocational certificate and/or authorisation and/or recognition in Denmark, and on the basis of a job offer as one of the mentioned professions in this Agreement, shall obtain a residence and work permit for employment as a skilled worker.

9. Entry and Arrival of Workers

1. Ministry of Senior Citizen of Denmark through the external implementing partner shall provide the applicants with information about opportunities to receive assistance with living and working in Denmark (Pre-Departure-Orientation).
2. The process of immigration of Indian nationals to Denmark is regulated through applicable Danish immigration laws and is done through the Portal *Nyidanmark.dk*. The web-based application makes the process of immigration fully digital, transparent, safe, legal, humane, efficient, convenient and faster. It seamlessly brings all stakeholders, including foreign employers, registered recruiting agents, and the prospective emigrants on a common platform.
3. In Denmark, selected candidates will be received through a reception framework designed to assist the candidates in establishing themselves in Denmark. The services provided by this framework will ensure support for the candidate in matters regarding e.g., applications for residence and work permits to practical assistance with housing, taxation, social security, banking and integration into Danish society, including at the candidate's designated workplace and in the local community to which the candidate arrives.
4. In Denmark, selected candidates will also receive the necessary language training to obtain the requirements for employment.

5. After arrival in Denmark, the contract will be terminated and the professional will have to return to India at his/her own expense if he/she, without justifiable cause:
 - a) is found to be lacking the required skills or qualifications for employment as either *Nurse, Social & Health Care Assistant* or *Social & Health Care Helper*;
 - b) fails to comply with the terms of the employment contract or declarations mutually decided between the participants;
 - c) fails to meet the pre-requisites defined by both participants;
 - d) has provided false or misleading information during the recruitment process.
6. An Indian Professional will be deported back to India at his/her own expense and will subsequently be prohibited from returning to Denmark if he/she:
 - a) violates applicable Danish laws; and
 - b) breaches conditions of his/her visa and work permit;

10. Return of Professionals

1. Prior to departure from India, each professional will sign a declaration committing to faithfully adhere to all conditions associated with lawful employment and residence in Denmark; to return to India immediately if the basis for their visa changes or is no longer valid; and to fulfil any additional procedures or sign declarations as may be mutually decided upon by the Implementing authorities.
2. Nothing in this Agreement will restrict the sovereign rights of either participants to mandate the departure of nationals of the other Implementing Body from its territory, consistent with its respective laws, regulations, procedures, or government resolutions. This includes situations where a government determines that the presence of a foreign national poses a threat to national security, public order, or public health.

11. Exclusion

The participants to this Agreement each reserve the right to exclude applicants and employers, who do not comply with the provisions of this Agreement. The participants will regularly monitor compliance with the provisions.

12. Cooperation

The participants to this Agreement shall cooperate in the interests of optimal implementation and share their experiences with the aim of improving and simplifying the procedures.

Each Party will designate a contact point for implementation of this placement Agreement and ensuring the communication between the participants. The details of the contact point and any change of such contact point will be communicated in writing.

The participants will establish a joint committee to discuss, monitor and reflect on the implementation of cooperation activities conducted under this Agreement. The joint committee will meet regularly on a time and date decided by the participants.

13. Exemption from Placement Fees

Applicants shall be exempted from recruitment fees for the selection process and placement in employment in Denmark.

14. Anti-corruption clause

The participants affirm that they will not accept any advantages from third parties, especially from potential employers or applicants or their family members, or from private service providers or placement services, for performing the tasks set out in this Agreement. This also includes, in the framework of the placement process, a ban on

- a) accepting gifts or sums of money, or

b) accepting the grant or promising of other types of advantages.

15. Anti-discrimination clause

During the selection and placement process, applicants may not be subjected to preferential or discriminatory treatment on racist grounds or on the basis of nationality, gender, sexual identity, social background or status, disability, or religious, philosophical or political belief.

16. Data protection clause

Insofar as personal data is transmitted on the basis of this Agreement in accordance with national law, the following provisions shall apply in accordance with the legal provisions applicable for each side.

- a) The recipient shall, on request, inform the transmitting authority about the use of the transferred data and the results achieved.
- b) The use of the data by the recipient shall only be permissible for the purposes set out in this Agreement and subject to the conditions specified by the transmitting authority.
- c) The transmitting authority shall be obliged to ensure that the data to be transmitted is correct and that the transmission is necessary and proportionate in view of the intended purpose. In this context, transmission prohibitions which apply under the national law of the country in question shall be respected. Data shall not be transmitted if the transmitting authority has reason to assume that this would infringe the purpose of a national law or harm legitimate interests of the data subjects. If it emerges that incorrect data has been transmitted or that data whose transmission was impermissible has been transmitted, the recipient must be notified without delay. If the recipient is a party to this Agreement, the recipient shall be required to rectify or erase the data without delay. The parties to this Agreement

shall undertake to agree with their respective partners that these partners will also make a commitment to rectify or erase, without delay, incorrect data or data whose transmission was impermissible.

d) The data subject shall, on request, have a right of access to information about the transmitted data relating to his or her person, and about the intended purpose for which it is to be used. An obligation to provide such information shall not exist insofar as the public interest in not providing the information overrides the interest of the data subject in receiving the information. Otherwise, the right of the data subject to receive information about the available data relating to his or her person shall be based on the national law of the side in whose territory the request is made, insofar as the national law provides for such a right.

e) If someone is unlawfully harmed in connection with data transmissions under this Agreement, the recipient shall be liable for this in accordance with its national law. The recipient may not claim in its defence, vis-à-vis the injured party, that the harm has been caused by the transmitting authority.

f) Insofar as the national law which applies to the transmitting authority provides for special time limits for erasure of the transmitted personal data, the transmitting authority shall notify the recipient of them. Irrespective of these time limits, the transmitted personal data shall be erased as soon as it is no longer required for the purpose for which it was transmitted.

g) Records on the transmission and receipt of personal data must be kept by the transmitting authority and the recipient.

h) The transmitting authority and the recipient shall be required to protect the transmitted personal data effectively against unauthorised access, unauthorised changes and unauthorised disclosure.

17. Governing Law

This Agreement provides the framework for a strong cooperation between the Participants and does not create any legally binding rights and obligations under national or international law to the participants and their countries.

18. Dispute Resolution

Any disagreement or dispute between the participants arising from the interpretation or implementation of this Agreement shall be discussed and settled through diplomatic channels by consultations and negotiations.

19. Miscellaneous

- **Amendments:** Any amendment to this Agreement must be made mutually in writing and signed by authorized representatives of both Participants.
- **Language:** This Agreement is made in the English language, which shall be the governing language.
- **Notices:** All official communication shall be sent to the respective addresses of the parties mentioned above in the English language.

20. General Provisions

1. If any evidence emerges indicating illegal fees or charges levied either in Denmark or India, or that Professionals do not fulfil the criteria outlined in this Agreement, either participants may recommend the suspension of recruitment process.
2. All activities carried out under this Agreement will adhere strictly to the applicable laws, regulations, rules, procedures, and mechanisms of both countries.

21. Period of validity, termination and amendments

This Agreement shall be valid upon the date of its mutual execution of this Agreement for a period of five (5) years and shall be automatically extended for the same period at a time unless either of a participant decides to suspend or terminate this Agreement. In the absence of a written notification to terminate or suspend this Agreement prior to its expiry, this Agreement shall be deemed to be renewed or extended for similar periods.

Either participant may serve upon the other a written notification to terminate or suspend the operation of this Agreement at least six (6) months before its intended date of suspension or termination, through diplomatic channels. The suspension or termination of this Agreement shall not prejudice the completion and continuation of existing and valid work contracts and arrangements initiated under this Agreement.

Further, should any single participant suspend or terminate its participation in this Agreement, such action shall neither prejudice the participation of other Participant involved nor its effectivity unless the remaining Participants agree otherwise.

Either party shall be entitled to terminate the Agreement without notice on serious grounds. Any of the following, in particular, shall constitute a serious ground:

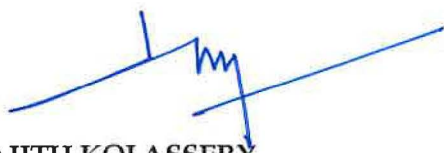
- a) Applicants being charged fees by Ministry of Senior Citizen of Denmark, Norka Roots, Employers, Placement Service Providers for placement in employment in Denmark.
- b) Infringement of Paragraph No. 14 and 15 of this Agreement by Ministry of Senior Citizen of Denmark or Norka Roots.
- c) Changes in underlying national law of significant detriment for the conditions in this Agreement.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Participants, have signed this Agreement,

Done mutual execution of this Agreement on 8th January of 2026, in Thiruvananthapuram, Kerala. This Agreement is made in two originals, each in the English, both texts being equally authentic.

**FOR NORKA ROOTS, THYCAUD,
THIRUVANANTHAPURAM UNDER THE
DEPARTMENT OF NORKA,
GOVERNMENT OF KERALA, REPUBLIC
OF INDIA**

**FOR THE MINISTRY OF SENIOR CITIZENS
OF DENMARK**



AJITH KOLASSERY
Chief Executive Officer



KIRSTEN HANSEN
Deputy Permanent Secretary

Date:- 08/01/2026

Date:- 08/01/2026

Place:- Thiruvananthapuram

Place:- Thiruvananthapuram

