

policy statement
and
General Terms and Conditions (GTC)
for
recruitment
of
nursing professionals.

[October 2025]

These general terms and conditions (GTC) govern the cooperation between **Zukunft beginnt im Kopf Dienstleistungsgesellschaft mbH** (hereinafter: ZbiK), the recruiters

- **recruiters,**
- **participating nursing professionals,** and the
- **host healthcare facilities.**

1. Policy statement on responsible corporate governance and fair recruitment of nursing professionals

ZbiK is expressly committed to the fair, ethical and human rights-based recruitment and placement of nursing professionals from abroad, in particular Kenya and India. We undertake to comply with all relevant legal standards and the requirements of the RAL quality mark "Fair Recruitment Nursing Germany" as well as

internationally recognised standards and principles.

1.1. Commitment to fair and ethical recruitment and placement practices

Our principles are based on the six guiding principles of the RAL quality mark and include the following voluntary commitments:

- Our procedures and agreements **are set out in writing** to ensure transparency and verifiability.
- **No fees** for the entire placement process for nursing professionals
- **Limitation of the economic risk** for care professionals, in particular by protecting them against financial burdens and contractual pitfalls
- **Transparency** with regard to our organisational structure, services and costs towards all parties involved,
- **Sustainability and participation** through accompanying integration measures, long-term prospects and involvement of nursing professionals.
- **Overall responsibility** along the entire service chain, from recruitment in the country of origin to sustainable integration in the United Kingdom. The requirements for ethical practices are passed on to business partners.

1.2. Compliance with the WHO Global Code of Practice

We are committed to full compliance with the **WHO Global Code of Practice on the International Recruitment of Health Personnel**.

In particular, we **do not** recruit in countries that are on the **current WHO health workforce support and safeguards list**.

This is not the case for Kenya and India.

Web links:

- WHO Global Code of Practice on the International Recruitment of Health Personnel:
<https://www.who.int/publications/i/item/wha68.32> World Health Organisation
- WHO Health Workforce Support and Safeguards List (2023):
<https://www.who.int/publications/i/item/9789240069787>

1.3. Human rights standards and international norms

ZbiK is committed to respecting and implementing international human rights standards, in particular:

- the **ILO core labour standards**,
- the **ILO Guidelines for Fair Recruitment** (General Principles and Operational Guidelines for Fair Recruitment), including the definition of **recruitment fees and related costs**,
- the **United Nations Guiding Principles on Business and Human Rights**,
- and other relevant **UN human rights agreements** ().

Web links:

- <https://www.ilo.org/publications/general-principles-and-operational-guidelines-fair-recruitment-and?utm>
- <https://www.ohchr.org/en/publications/reference-publications/guiding-principles-business-and-human-rights?utm>

1.4. No costs for nursing professionals (employer pays principle)

We undertake not to charge nursing professionals **any direct or indirect costs**. This applies to **all services** provided in connection with recruitment and placement, including training, language courses, recognition procedures, travel and visa costs.

In the event of a violation of the employer pays principle, whether by recruiters and/or employers, all payments made by the care professional that fall under the employer pays principle must be reimbursed by the recruiting company.

Access to the business documents necessary for assessment must be ensured at all times, even without prior notice.

1.5. Commitment or repayment obligations

We conclude agency agreements **with binding or repayment obligations** with nursing professionals.

Contracts with a repayment clause must meet the criteria of the RAL quality mark. These relate to premature withdrawal from the programme for reasons attributable

to the specialist themselves.

As a matter of principle, placement fees may not be charged to care professionals.

Costs directly related to the placement, i.e. those incurred

- incurred during the placement process
- arise in order to secure access to the job and
- arise in the context of the placement, which was initiated by the employer, the PSA or a third party acting on behalf of the employer

also fall under the employer pays principle.

Costs incurred in the country of origin may be reclaimed on a pro rata basis under certain circumstances.

A repayment obligation in the event of the nurse leaving the ongoing language course in the country of origin prematurely is only permissible if the **nurse** is responsible for the reasons for leaving.

The nursing professional must be granted a monthly right of termination and the option of paying in instalments.

In the following cases of withdrawal, repayment may be waived

, regardless of whether the nursing professional is at fault

:

- during the first 50 teaching units,
- if the programme has to be discontinued for health reasons
- in the event of pregnancy
- in cases of force majeure
- in the event of the loss of a close family member
- in the event of a proven violation by the company of the criteria set out in the requirements catalogue for the "Fair Recruitment Care Germany" seal of approval

The repayment amount may only include actual costs incurred for

- participation in the language course in the country of origin,
- the language test in the country of origin,
- any payments made to the nursing professional to cover living expenses during language acquisition in the country of origin, and
- the administrative fees for translations, certifications, visas and the

- equivalence assessment

incurred up to the time of departure from the country of origin.

1.6. Public and target-group-oriented communication

Our policy statement is made **publicly available** and **communicated** in a form that is understandable to all parties involved **and tailored to the target audience** – in particular to nursing professionals, partner organisations, employers and the interested public.

2. Contractual relationships and obligations

2.1 Reservation of review

ZbiK reserves the right to check all documents and information provided by **all parties involved** (see preamble) for accuracy, completeness and compliance with the programme principles as part of general or event-related audits. This serves in particular to ensure quality assurance and compliance with legal and ethical standards, as well as compliance with the obligations of **this policy statement** and the **general terms and conditions**.

In the event of repeated or gross violations of the obligations set out in these General Terms and Conditions and the programme's policy statement, in particular violations of labour law provisions, integrity requirements or cooperation obligations, ZbiK is entitled to terminate the contract without notice.

2.2 Employers' obligation to promote integration

We refer employers who provide measures for the social and operational integration of nursing professionals. These include in particular:

- Support with further language training,
- support during induction, and
- social support measures (e.g. mentoring, intercultural training).

Before concluding a contract, we require a documented, target group-oriented **concept for promoting integration**, for example in the form of a written integration and language support concept with a comprehensible description, translated if necessary.

2.3 Reference to recognition procedures

Nursing professionals are advised of the statutory recognition procedures in accordance with the Professional Qualifications Assessment Act (BQFG) and the specific regulations of the federal states. Upon request, ZbiK provides support in the form of advice and assistance during the procedure.

In principle, nursing professionals are free to choose between the compensation measures.

2.4 Transparency in commitment and repayment clauses

If binding or repayment clauses are part of the individual contract, they only apply under the following conditions:

- they were communicated transparently in advance,
- they comply with labour law requirements and the criteria of the RAL quality mark,
- and they are proportionate to the funding received.

There must be no disadvantage or restriction of the care professional's freedom of choice.

In the event of a proven breach of legally valid binding or repayment clauses, the other party may withdraw from or terminate the contract. A claim for repayment of support already granted is only possible if it is reasonable and in accordance with the legal situation.

2.5 Termination and withdrawal from the contract

Both parties to the contract have the right to terminate the contract for good cause in accordance with Section 314 of the German Civil Code (BGB). Good cause shall be deemed to exist in particular if one of the parties violates essential contractual obligations or legal requirements.

In addition, each party to the contract may withdraw from the contract if the legal requirements are met (Sections 346 et seq. BGB). Withdrawal has the effect of rendering the contract retroactively void from the outset. In this case, services already received must be returned in accordance with the statutory provisions.

The nursing professional is expressly advised that both termination and withdrawal are possible under certain conditions and have legal consequences.

2.6 Complaints procedure

Participants have the right to make use of a structured and independent complaints procedure in the event of problems, discrimination or conflicts. This applies in particular to violations of the principles of the General Terms and Conditions and the Declaration of Principles, as well as the provisions of the RAL quality mark.

- Complaints can be made directly to Mr Matthias Beck, email address post@zukunft-beginnt-im-kopf.de with the subject line "Complaint".
 - Complaints will be answered within one week and, depending on the circumstances, remedial action will be taken as quickly as possible.
 - The provisions of the Whistleblower Protection Act apply.
- Whistleblowers shall not suffer any disadvantages.

2.7 Rejection of a job offer and additional benefits

Participants have the right to reject a job offer made to them without giving reasons.

Additional, non-mandatory benefits or offers of support (e.g. leisure courses, further training) may also be declined. This shall not result in any disadvantages within the programme.