

# General terms and conditions of the (GAC) German Application Center UG

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## §1 Purpose of the measures - range of services

The German Application Center UG advises on various job opportunities in Germany.

The GAC team in India and Germany supports applicants in finding the right candidate. Looking for a job in Germany can take up to a year. GAC does not guarantee a candidate a job. Employers in Germany have the right to select or reject a candidate.

## §2 Duration and place of execution of the measures

The time it takes an employer to draw up an employment contract cannot be defined. Depending on a candidate's educational qualifications abroad, the exact time and duration cannot be determined. Various German offices are involved in the process. Therefore, GAC advises overseas applicants that they should allow an estimated time of 6 months to a year.

## §3 Obligations of the German Application Center

The requirements for all business partners are in accordance with the WHO Global Code of Conduct for the International Recruitment of Health Professionals.

The GAC ensures that the measure is carried out conscientiously and is committed to this

- that the requirements for hiring a skilled worker on the German labor market are the same.
- That a candidate must meet the criteria set by the district government.
- That a candidate must meet the criteria set by the Central Foreign and Specialist Placement Agency (ZAV).
- That the customers have a written, operational integration management concept, which must be understood by the international nursing specialist when the employment contract is concluded.
- That a candidate meets the German language skills required to work in Germany.
- GAC draws the attention of specialists and customers to quality-assured offers for language acquisition and compensatory measures in the recognition process. GAC ensures that the offer preferred by the international nurse is implemented.
- GAC provides candidates with various links to read and understand the criteria set by the Ministry of Foreign Affairs etc.
- GAC informs its customers about consulting and networking opportunities.
- Inform specialists about the visa at the German embassy in the country of origin.
- GAC provides its candidates with support and assistance services in their country of origin and in Germany.
- GAC provides its candidates with conflict management in the event of problems and difficult situations in their country of origin and in Germany.

## §4 Duties of the course participants

The participant undertakes to regularly take part in the educational measure/class and to constantly strive to acquire the necessary knowledge and skills and to conscientiously fulfill the tasks assigned to him/her and to strive for his/her individual success in participating. Participation also includes

compliance with the deadlines agreed with the educational institution and active participation in the application process.

### **§5 Fees**

The employer-pays-principle applies. The skilled worker's future employer undertakes to cover all costs of the recruitment process. This regulation also relates to language acquisition, the recognition process or possible relocation processes of the specialist.

The nursing staff do not pay any commission for finding an employer in Germany.

If the candidate is not placed after successfully completing the qualification measures, the costs incurred will not be borne by the candidate.

### **§6 Terms and Conditions**

*The prerequisite for starting the procedure at the German Application Center is that:*

A candidate has granted GAC a power of attorney to access his documents.

A candidate agrees to the terms and conditions set by GAC.

A candidate must provide correct information. GAC cannot be held responsible for incorrect or forged documents. Only fully submitted applications with complete additional documents can be accepted.

Previous illnesses or health status must be truthfully stated.

2

*In addition, GAC cannot be held responsible for:*

Candidates who do not meet the requirements of employment in a hospital, clinic, retirement home, etc.

Candidates who do not adhere to proper codes of conduct in a hospital, clinic, nursing home, etc.; they can be fired based on their performance.

Personal or private affairs that a candidate will conduct in Germany.

For candidates who cannot find a job in Germany (due to incomplete certificates, fake documents or false information).

Candidates who withdraw from the ongoing placement process due to illness.

Candidates who withdraw from the ongoing placement process due to pregnancy.

Candidates who withdraw from the ongoing placement process due to a death in a direct relative.

Candidates who leave the ongoing placement process due to a lack of language talent.

Candidates who withdraw from the ongoing placement process due to operational problems, such as recognition.

If GAC can't find a suitable employer for a candidate.

In addition, GAC cannot be held responsible if the placement process takes significantly longer than stated.

“Force Majeure Event” means an act of God, pandemic, war, riot, strike, lockout, terrorist attack, flood, fire, explosion or legislation or restriction by any government or other authority or any other similar circumstance beyond the control of that GAC team cannot be held liable.

### **§7 Corporate principles**

The GAC corporate principles are prescribed on the official website. In this, GAC is committed, among other things, to fair and ethical recruiting and placement practices in accordance with the principles of the “Fair Recruitment Care Germany” quality mark.

GAC only works with customers who have a written, operational integration management concept.

### **§8 Failure to issue a visa**

German institutions reserve the right to select or reject an application.

Otherwise, contract terminations and corresponding follow-up regulations must be carried out in accordance with legal regulations.

### **§9 Misconduct**

GAC reserves the right to check compliance with the terms and conditions in collaboration with customers and partners and, if necessary, to request appropriate evidence.

If the nurse or occupational worker violates German laws or commits an unreasonable violation of generally applicable ethical standards of conduct:

Like for example:

- Drug consumption
- Crime
- Spreading discriminatory or radical ideas
- Threatening/exercising violence against others

GAC cannot be held liable for such candidates.

### **§10 Data protection**

(1) The GAC respects the personal rights of course participants. He collects, processes and uses data only within the framework of the relevant data protection regulations to fulfill the purpose of the contract and only to the extent necessary for this. All employees are obliged to maintain data secrecy.

(2) The GAC does not pass on the course participants' data to third parties unless this happens after consultation with the applicant.

(3) Excluded from (2) are data that are transmitted to the responsible immigration authority or municipality to carry out external examinations, to secure participants or to clarify the residence permit/visa.

## **§11 Cancellation policy**

### **(1) Right of withdrawal**

Participants have the right to cancel this contract within fourteen days without giving reasons. The 14-day cancellation period begins on the day the first payment is received into the Scientific Freshers GmbH account. Exercising the right of withdrawal must inform us of the decision to withdraw from the contract by means of a clear, written, signed declaration.

In order to meet the cancellation period, it is sufficient that the notification of the exercise of the right of cancellation is sent before the cancellation period has expired.

### **(2) Consequences of revocation**

If the contract is revoked, all payments we have received will be repaid immediately and no later than fourteen days after receipt of the revocation.

This contract is effective according to German law and is binding for both parties after the booking has been completed. The contract is then valid without a signature or seal.

### **(3) Termination of contract by GAC**

GAC reserves the right to terminate if customers or business partners violate the General Terms and Conditions. In the event of termination (before or during the qualification measures), candidates have no repayment obligations or cost sharing obligations.

## **§ 12 Place of jurisdiction**

The place of jurisdiction is Cologne.