

RECRUITMENT AGREEMENT

(Name of Company/Philippine Representative)

And

(Name of Foreign Principal/Employer)

This Recruitment Agreement entered into by and between _____ with office address at _____ Represented by its President/General Manager/Proprietor _____ hereinafter referred to as Legal Representative and _____ hereinafter referred to as the Employer / Foreign Principal, set forth the following purposes, terms and stipulations:

GENERAL PROVISIONS

- 1.1 The Employer/Foreign Principal shall utilize the facilities and services of _____ for the purpose of selecting, recruiting, processing and documenting Filipino workers hired through the said legal representative for its operation in _____. It shall also avail of such services and facilities for the rehiring of the workers, as appropriate.
- 1.2 The Legal Representative shall make available to the Employer, pre-screened applicants as requisitioned. As may be agreed upon by the parties, the Employer shall have the final prerogative to select in Manila the personnel for employment and that selection shall satisfy the requirements of the employer.
- 1.3 The Representative shall, when authorized in writing by the Principal, sign the individual employment Agreements which shall be binding for all parties.
- 1.4 The Representative shall likewise provide facilities and services for the processing and documentation of workers rehired by the Principal under such terms and conditions as may be agreed upon by the Parties.

FEES AND TERMS OF PAYMENT

- 2.1 The Employer shall pay to the Legal Representative the sum of \$_____ per selected worker as minimum mobilization fee (MMF) for the selection, documentation and processing in accordance with the rules and regulations issued by the Department of Labor

and Employment. Such payments shall not in any manner be levied on the accepted applicants by either the representative or the Principal.

- 2.2 A service fee of \$_____ per selected worker and \$_____ per rehires shall also be paid by the representative.

TRAVEL ARRANGEMENT

- 3.1 The Employer shall be solely responsible for and shall bear the expenses of securing an entry visa / or work permit of the accepted worker/s and their ticketing including the payment of travel tax except when it shall, upon payment of the cost, request its legal representative to arrange for the travel of the workers.

EMPLOYMENT

- 4.1 The selected worker shall take up employment under the Master Contract of Employment, which forms an integral part of this Agreement, subject to the approval by the Department of Labor and Employment.
- 4.2 In case of renewal of the Employment Contract between the Employer and the same Employee, said Employee may be entitled to a reasonable adjustment in salary and benefits in accordance with the Company's pay-scale and practices.

AUTHORITY, JOINT AND SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE

The Employer / Foreign Principal authorizes the Legal Representative as its exclusive agent and sole representative in all matters involving the recruitment and hiring of Filipino workers for its overseas projects.

By virtue of said Authority, the Legal Representative is granted the following powers and obligations:

- 5.1 To represent the Employer / Principal before any and all government and private offices / agencies in the Philippines.
- 5.2 To enter into any and all contracts with any persons, corporation, institutions or entity in a joint venture or as partner in the recruitment, hiring and placement of Filipino contract workers for overseas employment.
- 5.3 To sign, authenticate and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making necessary steps to facilitate the departure of the recruited workers in accordance with the Labor Code as amended and its rules and regulations.

- 5.4 To bring suit, defend and enter into any compromise for and in behalf of the Employer / Principal in litigations involving the hiring and employment of Filipino contract workers for said Principals.
- 5.5 To assume jointly and solidarily with the foreign principal any and all liability / responsibility that may arise in connection with the recruitment and hiring of the workers including the full implementation of the employment contract.

REMITTANCE OF FOREIGN EXCHANGE EARNINGS

- 6.1 The Employer and his Legal Representative shall undertake the remittance of at least ____% of the worker's monthly salary to his designated beneficiaries in the Philippines through the normal banking channels as mandated by Central Bank Circular No. 361 and Rule V, Section 14 (b) of the Rules and Regulations implementing the Labor Code, as amended. The Employer and its Legal Representative shall provide the necessary facilities to effect such remittance in the easiest and most effective way possible and assist in the monitoring of the worker's foreign exchange earnings. It is understood that the Principal assumes primary responsibility in the undertaking. However, the Legal Representative shall be held jointly liable with the Principal and shall immediately assume payment thereof upon orders of the Ministry in case of failure or unnecessary / unexplained delay in the remittance of that portion of the salary intended for his duly designated beneficiary.

RESPONSIBILITIES OF THE EMPLOYER

- 7.1 The Employer will exert all possible efforts to enhance the welfare and protect the rights of Filipino workers hired under this Agreement in accordance with the laws of the Philippines, his country of domicile and international covenants on expatriate employment and in accordance further with the best possible treatment already extended to other workers at its worksite.
- 7.2 Except for reasons caused by the fault of the Employee or force majeure, the Employer shall transport the worker to the worksite within thirty (30) days from the date of scheduled departure as specified by the Employer upon filing of job requisition. Should the Employer fail to do so for no valid or justifiable reasons, he shall pay the worker reasonable compensation as may be determined by the appropriate authorities for every month or a fraction thereof of delay. Payment made under this provision will be made to the worker through the Employer's Legal Representative or the government agency appropriate for the purpose. Should the Employer cancel the employment contract, or if the delay already exceeds two (2) months or the worker elects to cancel the said employment contract, the Employer shall pay the Employee an additional amount of compensation as may be determined by the appropriate authorities. In this case, the Employer shall not be reimbursed the amount he paid to its Legal Representative for documentation and processing fees.

7.3 In case of termination of the worker's employment for cause or as a result of death or serious injury, the Employer shall immediately inform the Philippine Embassy / Labor Attaché nearest the site of employment and / or the POEA and the Employer's Legal Representative about said event.

In case of death of the Employee, the Employer shall solely bear the expenses for the repatriation of the remains of the Employee and his personal properties to his relatives in the Philippines, or if repatriation is not possible under certain circumstances, the proper disposition thereof, upon previous arrangement with the worker's next of kin, or in the absence of the latter, the nearest Philippine Labor Attaché or Embassy / Consulate.

In all cases, the Employer shall insure that the benefits due the Employee shall be made available to him or his beneficiaries within the shortest time possible.

In witness whereof, we have hereto set our hands this _____ day of _____ 20__ at _____.

Signature over printed name

Signature over printed name