



pertinent provisions of which are attached and shall form an integral part of this agreement.

It is understood that *no other fees* in whatever form, manner & purposes shall be imposed upon the worker, by the agency. All payments made by the worker shall be covered by appropriate receipts.

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### **2.0 FEES AND TERMS OF PAYMENT**

2.1 The Employer shall pay to the Legal Representative the sum of \_\_\_\_\_ per selected worker as minimum mobilization fees (MMF) for the pre-selection, documentation and processing in accordance with the rules and regulations issued by the Department of Labor & Employment. Such payments shall not in any manner be levied on the accepted workers by either the representative or the principal.

2.2 A service fee of \_\_\_\_\_ per selected worker and \_\_\_\_\_ per rehire shall also be paid by the employer.

### **3.0 TRAVEL ARRANGEMENT**

3.1 The Employer shall be solely responsible for and bear the expenses of securing entry visa/work permits of accepted workers 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.

### **4.0 EMPLOYMENT**

4.1 The recruits shall take up employment under the master employment contract (MEC) herein attached as Annex “B” and under the wage schedule as attached which forms as an integral part of this Agreement which are subject to approval by the Department of Labor and Employment.

4.2 In case of renewal of Employment Contract between the Employer & the same employee, the Employee may be entitled to reasonable adjustment in salary and benefits in accordance with the Company’s pay scale and practices.

### **5.0 AUTHORITIES, JOINT & 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 office / agencies in the Philippines.

- 5.2 To enter into any and all contracts with any person, 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 & hiring. Including making necessary steps to facilitate the departure of the recruited workers in accordance with the Labor Code as amended and its rules & regulations.
- 5.4 To bring, suit, defend and enter into any compromise for and in behalf of the Employer / Principal in litigation involving the hiring and employment of Filipino contract workers for the said Principal.
- 5.5 To assume jointly and solidarity with the foreign principal, any liability / responsibility that may arise in connection with the recruitment and hiring of the workers including the full implementation of the employment contract.

## PAGE 3 – RECRUITMENT AGREEMENT

### **6.0 REMITTANCE OF FOREIGN EXCHANGE EARNINGS**

- 6.1 The Employer and his Legal Representative shall undertake the remittance of at least \_\_\_\_\_ percent of the workers monthly basic salary to his designated beneficiary in the Philippines through normal banking channels as mandated by Central Bank Circular No. 364 and Rule V. section 14 (h) of the Rules and Regulations Implementing the Labor Code, as amended. The Employer and its Legal Representative shall provide the necessary facilities to affect such remittance in the easiest & most effective way possible & 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.

### **7.0 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, force majeure, or flight delay, 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 failed 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 these provisions 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 and 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 bear 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 workers next-of-kin, or in the absence of the latter, the nearest Philippine Labor Attaché or Embassy / Consulate.

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

#### PAGE 4 – RECRUITMENT AGREEMENT

#### **8.0 SETTLEMENT OF DISPUTES**

- 8.1 In case of disputes arising from the implementation of the employment contract between the employer and the contract worker, all efforts shall be made to settle the case amicably. If necessary, such negotiations shall be undertaken in cooperation and with the participation of the Philippine Labor Attaché / Embassy / Consulate nearest the site of employment.
- 8.2 In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate body in the country of employment. During the process of settlement or while the case is pending, the worker shall endeavor to fulfill his contractual obligation and the Employer shall ensure that such obligation shall be undertaken without duress or recrimination.
- 8.3 In case of disputes involving this Recruitment Agreement the parties thereto must attempt to resolve them amicably. If the efforts to amicably settle fail then the dispute shall be referred to the International Chamber of Commerce for hearing and adjudication or to whatever administrative bodies / courts where the parties agree to have the dispute settled.

#### **9.0 TERMINATION OF AGREEMENT**

- 9.1 This Recruitment Agreement shall be in effect for a minimum period of one (1) year from the date appearing herein below unless sooner terminated by either party after thirty (30) days prior written notice. In any case, the responsibilities of the parties shall be in effect up to the completion of the last employment contract signed with a recruited worker and the rights of the worker recruited under this Agreement must be recognized and the terms & condition of the contract of the Employee shall be strictly adhered to and complied with. Unless, either party so

notifies the other of its termination, this Agreement shall be automatically extended or renewed for another year.

**10.0 LANGUAGE OF AGREEMENT**

THIS AGREEMENT IS WRITTEN IN BOTH ENGLISH AND THE OFFICIAL LANGUAGE OF THE COUNTRY OF EMPLOYMENT AND BOTH COPIES SHALL BE DEEMED BINDING ON THE PARTIES.

**11.0 GOVERNING LAW**

THIS CONTRACT SHALL BE THE LAW BETWEEN PARTIES AND SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE PHILIPPINES BUT NOT TO THE EXCLUSION OF AND PREJUDICE TO THE LAWS OF THE COUNTRY OF EMPLOYMENT, INTERNATIONAL LAWS, COVENANT AND PRACTICES.

IN WITNESS WHEREOF, these presents are signed on this \_\_\_\_\_ day of \_\_\_\_\_, **2015** at Manila, Philippines.

BY:

BY:

**Edlyn Garcia Calpo**

NAME OF LEGAL REPRESENTATIVE

\_\_\_\_\_  
NAME OF FOREIGN PRINCIPAL

**PROPRIETRESS/PRESIDENT**

DESIGNATION

\_\_\_\_\_