

RECRUITMENT AGREEMENT

BETWEEN

_____ a recruitment agency duly organized and existing under and by virtue of the Republic of the Philippines and with business address at _____ and herein represented by this act by its President & General Manager, _____, herein referred to as the FIRST PARTY or Legal Representative.

-and-

_____, hereinafter referred to as the Employer/ Foreign Principal duly organized and existing under and by virtue of the laws of the United Arab Emirates with office address at _____, and herein represented in this act by _____, and hereinafter referred to as the SECOND PARTY, set forth the following purposes, terms and stipulations.

1.0 GENERAL PROVISION

- 1.1 The Employer/Foreign Principal shall utilize the facilities and services of _____ for the purpose of preselecting, recruiting, processing and documenting Filipino workers hired through the said legal representative for its operations in _____. It shall also avail of such services and facilities for the rehiring of the workers, as may be deemed appropriate.
- 1.2 The Legal Representative shall make available to the Employer, pre-screened applicants as requested. As may be agreed upon by both parties, the Employer shall have the final authority on the selection in Manila of the personnel for employment and that selection shall satisfy the requirements of the employer for its intents and purposes.
- 1.3 The services of the Legal Representative shall include, but not limited to: medical examination, processing, documentation, mandatory briefing/orientation on the working and living conditions of the country of employment, facilitating documentation for travel like security and police clearance, passport, etc. The Legal Representative shall also, when authorized in writing by the Employer/Foreign Principal, sign the individual employment agreement which shall be binding for all parties.
- 1.4 The Legal Representative shall also provide facilities and services for the processing and documentation of workers hired by the principal under such terms and conditions as may be agreed upon by the parties.
- 1.5 Fees Against Workers

(OPTIONAL-NOT APPLICABLE TO PRINCIPALS/ COMPANIES ADHERING TO A POLICY OF NOT CHARGING ANY FEES AGAINST THE WORKERS.)

As may be appropriate and agreed upon by the parties, an additional clause on fees against the worker may be incorporated to read as follows:

Stamped
/ signed
all pages

“The Employer/Foreign Principal approves and fully concurs with the imposition by the Legal Representative of fees against the workers in accordance with the rules and regulations of the Department of Migrant Workers. The 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 or purpose shall be imposed upon the worker by the agency. All payments made by the workers shall be covered by appropriate receipt.

2.0 FEES AND TERMS OF PAYMENT

- 2.1 The Employer/Foreign Principal shall pay the Legal Representative the sum of US\$_____ per selected worker as Minimum Mobilization Fee (MMF) for the pre-selection, documentation and processing in accordance with the rules and regulations issued by the Department of Migrant Workers.
- 2.2 Such payments shall not in any manner be levied on the accepted applicants by either the Legal Representative or the Employer/Foreign Principal.
- 2.3 A service fee of _____ per selected worker and _____ per re-hires shall also be paid to the Legal Representative.

3.0 TRAVEL ARRANGEMENT

- 3.1 The Employer/Foreign Principal shall be solely responsible for and bear the expenses of securing entry visa/work permits of the 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 upon employment under the Master Employment Contract (MEC) herein attached as Annex “A” and under the wage schedule as attached which form an integral part of this agreement, which are subject to approval by the Department of Migrant Workers.
- 4.2 In case of renewal of Employment Contract between the Employer/Foreign Principal 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.

5.0 AUTHORITY, JOINT AND SOLIDARITY LIABILITY OF LEGAL REPRESENTATIVE

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

Stamped
/ signed
all pages

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

- 5.1 To represent the Employer/Foreign Principal before any and all government and private offices/agencies in the Philippines.
- 5.2 To enter into any/all contracts with any person, corporation, or institution or entity in a joint project/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/Foreign Principal and litigations involving the hiring and employment of the Filipino contract workers for the said Employer/Foreign Principal.
- 5.5 To assume jointly and solidarity with the Employer/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.

6.0 REMITTANCE OF FOREIGN EXCHANGE EARNINGS

- 6.1 The Employer/Foreign Principal and its Legal Representative shall assist the remittance of at least _____ percent of the worker's monthly basic salary to his/her designated beneficiary in the Philippines through normal banking channels as mandated by the Central Bank Circular No. 365 and Rule V Section 14 (h) or the Rules and Regulation implementing the Labor Code, as amended. The Employer/Foreign Principal 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 Employer/Foreign Principal assumes primary responsibility in the undertaking.

However, the Legal Representative shall be jointly liable with the Employer/Foreign Principal and shall immediately assume payment thereof upon orders of the Ministry in case of failure or unnecessary/unexplained delay in remittance of that portion of the salary intended for the worker's duly designated beneficiary.

7.0 RESPONSIBILITIES OF THE EMPLOYER

- 7.1 The Employer/Foreign Principal will exert all possible efforts to enhance the welfare and protect the rights of the 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.

Stamped
/ signed
all pages

- 7.2 Except for reasons caused by the fault of the Employer/Foreign Principal, force majeure or flight delay, the Employer/Foreign Principal shall transport the worker to the worksite within (30) days from the date of scheduled departure as specified by the Employer/Foreign Principal upon filling the job requisition. Should the Employer/Foreign Principal fail to do so for no valid justifiable reasons, it 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 the provisions will be made to the worker through the Employer/Foreign Principal's Legal Representative or the government agency appropriate for the purpose. Should the Employer/Foreign Principal cancel the employment contract, or if the delay already exceeds two (2) months and the workers elect to cancel the said employment contract, the Employer/Foreign Principal shall pay an additional amount of compensation as may be determined by the appropriate authorities. In this case, the Employer/Foreign Principal 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/Foreign Principal shall immediately inform the Labor Attache or any authorized representative of the Philippine Embassy/Consulate nearest to the site of employment and/or the POEA and the Employer/Foreign Principal's Legal Representative about said event.

- 7.4 In case of death of the employee, the Employer/Foreign Principal shall bear the expenses for the repatriation of the remains of the Employee and his personal properties to his relatives in Philippines, or if repatriation is not possible under certain circumstances, the proper disposition thereof upon previous arrangements with the worker's next-of-kin, or in the absence of latter, the Labor Attache or any authorized representative of the Philippine Embassy/Consulate.

In all cases, the Employer/Foreign Principal shall ensure that all benefits due to the employee shall be made available to him or his beneficiaries within the shortest time possible.

8.0 SETTLEMENT OF DISPUTES

- 8.1 In case of disputes arising from the implementation of the employment contract between the Employer/Foreign Principal and the contract worker, all efforts shall be made to settle them amicably. If necessary, such negotiation shall be undertaken in cooperation and with the participation of the Philippine Embassy/Consulate/Labor Attache nearest to 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 pending worker shall endeavor to fulfill his contractual obligation and the Employer/Foreign Principal shall be undertaken without duress or recrimination.
- 8.3 In case of dispute 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 office/courts where the parties agree to have the dispute settled.

9.0 TERMINATION OF AGREEMENT

9.1 This Agreement shall be in effect for a minimum period of _____ year/s from date appearing herein below unless sooner terminated by either party after (30) thirty 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 recruited worker and the rights of the workers recruited under this Agreement must be recognized and terms and condition of the contract of employment shall be strictly adhered to and complied with.

10.0 LANGUAGE AGREEMENT

10.1 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

11.1 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, we have hereunto set out hands, this _____ day of _____, 20____ in Dubai, United Arab Emirates.

By:

By:

Name of Legal Representative

(Name of Foreign Principal)

Position

Position

Stamped
/ signed
all pages