



- 2.1 The Foreign Placement Agency shall pay the Legal Representative the sum of US \$\_\_\_\_\_ per selected worker as processing and recruitment fees for the pre-selection, documentation and processing in accordance with the rules and regulations issued by the Department of Migrant Workers (fka POEA). **Such payments shall not in any manner be levied on the applicants by either the Representative or the Principal.** The fee will be paid only after the Principal approves the selection of the worker.

### **3.0 TRAVEL ARRANGEMENT:**

- 3.1 The Employer shall be solely responsible for and bear expenses of securing entry visa for work of accepted workers and 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 which form an integral part of the Agreement which are subject to approval by the Department of Migrant Workers (fka POEA); and
- 4.2 In case of renewal of Employment Contract between employer and the same worker, said worker 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 SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE:**

- 5.1 To represent the Employer/Foreign Principal before any and all government and private offices in the Philippines;
- 5.2 To enter into any and all contracts with any person, corporations, 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 transactions related to such recruitment and hiring, including making necessary steps to facilitate the departure of 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 on behalf of the Employer/Foreign Principal in litigations involving the hiring and employment of Filipino workers for said Foreign Principal; and
- 5.5 To assume jointly and solidarily with the Foreign Principal any liability/responsibility that may arise in connection with the recruitment/hiring of the workers including the full implementation of the employment contract to pay and settle claims and demand any obligations, judgments or awards to such worker by way of indemnification of reimbursement for whatever amount the

Legal Representative may be forced or obliged to pay in behalf of the Employer/Foreign Principal.

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

6.1 The Employer shall encourage all workers to remit at least \_\_\_\_\_ percent (\_\_\_%) of their salary to the Philippines, if required.

## **7.0 RESPONSIBILITIES OF THE EMPLOYER:**

7.1 The Employer shall 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 possible treatment already extended to other workers at its worksite;

7.2 Except for the 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 a 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 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 selects to cancel the said employment contract, the Employer shall pay the worker 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; and

7.3 In case of termination of 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 Employer's Legal Representative about said event. In case of death of the worker, the Employer shall bear the expenses for the repatriation of the remains of the worker and his personal properties to his relatives in the Philippines, and if repatriation is not possible under certain circumstances, the proper disposition thereof, upon previous arrangement with the worker's next-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 to the worker shall be made available to him or his beneficiaries within the shortest possible time.

## **8.0 SETTLEMENT OF DISPUTES:**

8.1 In case of dispute arising from the implementation of the employment contract between the Employer and contract worker, all efforts shall be made to settle them 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 obligations and the Employer shall ensure that such obligations shall be undertaken without duress or recrimination; and
- 8.3 In case of dispute involving 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 bodies/courts where parties agree to have the dispute settled.

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

- 9.1 The Recruitment Agreement shall be in effect for a minimum period of One (1) year from date appearing herein below unless sooner terminated by either party after thirty (30) days prior written notice. In 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 terms and conditions of the contract of employment 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 host country and both copies shall be deemed binding on the parties.

#### **11.0 GOVERNING LAW:**

This contract shall be the law between the parties and shall be interpreted in accordance with the laws of the Philippines but not to the exclusion of and prejudice of the country of employment, international laws or covenants and practice.

**IN WITNESS THEREOF**, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Philippine Recruitment Agency)

\_\_\_\_\_  
(Name of Foreign Placement Agency)