

This **RECRUITMENT AGREEMENT** entered into by and between **Humanlink International Manpower Agency** with office address at G/F Alscophil Building 2053 Edison Street Barangay San Isidro, Makati City Philippines, represented by its **General Manager/Proprietor , Rosalinda C. Veloria** and hereinafter referred to us the “LEGAL REPRESENTATIVE”;

And

COMPANY NAME with office address at _____ represented by its _____ and hereinafter referred to as the “EMPLOYER / FOREIGN PRINCIPAL”, sets forth the following purposes, terms and stipulations:

1.0 GENERAL PROVISIONS

- 1.1 That the EMPLOYER / FOREIGN PRINCIPAL shall utilize facilities and services of the LEGAL REPRESENTATIVE for the purpose of pre-selecting, recruiting, processing and documenting Filipino workers hired through the said LEGAL REPRESENTATIVE for its operation in FIJI. It shall also avail of such services and facilities for the rehiring of the workers, as appropriate.
- 1.2 That LEGAL REPRESENTATIVE shall make available to the EMPLOYER / FOREIGN PRINCIPAL pre-screened applicants as requisitioned. As may be agreed upon by the parties, the EMPLOYER / FOREIGN PRINCIPAL shall have the final authority on the selection in Manila of personnel for employment and that selection shall satisfy the requirements of the EMPLOYER / FOREIGN PRINCIPAL for all its intents and purpose.
- 1.3 That services of the said LEGAL REPRESENTATIVE shall include, but not limited to, medical examination, processing, documentation, mandatory briefing/orientation on the working and living conditions at the country of employment, facilitating documentation for travel like security and police clearances, passports, etc.
- 1.4 The LEGAL REPRESENTATIVE shall also provide facilities and services for the processing and documentation of workers rehired by the EMPLOYER / FOREIGN PRINCIPAL under such terms and conditions as may be agreed upon by the parties.

2.0 FEES AND TERMS OF PAYMENT

2.1 The Employer shall pay to the authorized Legal Representative the sum indicated below in **USDOLLAR** per selected worker. The summation includes the following fees:

- | | |
|---|--------------------------------|
| a) Service Fee | - US\$ 300.00 |
| b) POEA/PAG-IBIG/PHILHEALTH FEE | - US\$ 150.00 |
| c) OFW Insurance Fee (US\$72 x 3 years) | - US\$ 216.00 |
| d) Placement Fee | - Equivalent to 1-month salary |
- (To be paid by employer and will be deducted from the worker in 6-mos time)

The above fee per selected worker as service fee including government fee and documentation processing in accordance with the rules and regulations issued by the Department of Labour and Employment and OFW Insurance as mandated by the Philippine Overseas Employment Agency (POEA).

- 2.2 The EMPLOYER / FOREIGN PRINCIPAL shall remit to the LEGAL REPRESENTATIVE’s nominated bank account, the professional service fee (PSF) equating to the agreed fee upon release of the visa to the candidate.
- 2.3 Any other expenses incurred or to be incurred by the LEGAL REPRESENTATIVE with the prior written authorization/approval from the EMPLOYER / FOREIGN PRINCIPAL (i.e. advertising costs, trade test costs, airfare costs, additional medical requirements, among others.) shall be remitted by the EMPLOYER / FOREIGN PRINCIPAL to the LEGAL REPRESENTATIVE’s nominated bank account upon the EMPLOYER / FOREIGN PRINCIPAL’s receipt of the corresponding invoice.

3.0 TRAVEL ARRANGEMENT

That the employer shall be solely responsible for, and bear the expenses of Securing entry visa/ or work permits of accepted workers and their ticketing except when it shall request its legal representative to do so.

4.0 SOURCING OF APPLICANTS

- 4.1 The LEGAL REPRESENTATIVE shall offer its manpower pool to the EMPLOYER / FOREIGN PRINCIPAL in accordance with each employer's submitted qualification requirement.
- 4.2 The EMPLOYER / FOREIGN PRINCIPAL shall have the option to advertise when the LEGAL REPRESENTATIVE manpower pool falls short of item 4.1. Such advertisement shall be under the supervision of the LEGAL REPRESENTATIVE.
- 4.3 Payment of advertisement costs shall be made by the EMPLOYER / FOREIGN PRINCIPAL on or before publication, check drawn in favor of the Philippine newspaper company endorsed through the LEGAL REPRESENTATIVE.

5.0 EMPLOYMENT

- 5.1 That the recruits shall take up employment under the approved master Contract of Employment.
- 5.2 That in case of renewal of the Employment Contract by the Employer with the same Employee shall be entitled to a salary adjustment in accordance with the company pay-scale.
- 5.3 The individual employment contract presented by the EMPLOYER / FOREIGN PRINCIPAL to the deployed employee and mutually signed by both the EMPLOYER / FOREIGN PRINCIPAL and the deployed employee and mutually signed by both the EMPLOYER / FOREIGN PRINCIPAL and the deployed employee shall clearly detail any / all pre-termination / termination provisions.

6.0 AUTHORITY, JOINT AND SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE – The EMPLOYER / FOREIGN PRINCIPAL authorizes the LEGAL REPRESENTATIVE as its agent and representative in all matters involving the recruitment and hiring of Filipino workers for the project.

By virtue of said Authority, the LEGAL REPRESENTATIVE is granted the following powers and obligations:

- 6.1 To represent the EMPLOYER / FOREIGN PRINCIPAL before any and all government and private offices / agencies in the Philippines.
- 6.2 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.
- 6.3 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 the recruited workers in accordance with the Labor Code, as amended, and its rules and regulations.
- 6.4 To bring suit, defend and enter into any compromise for and in behalf of the EMPLOYER / FOREIGN PRINCIPAL in litigations involving the hiring and employment of Filipino contract workers for said EMPLOYER / FOREIGN PRINCIPAL.

- 6.5 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.
- 6.6 Notwithstanding the foregoing provisions, the EMPLOYER / FOREIGN PRINCIPAL hereby agrees to forever hold the LEGAL REPRESENTATIVE free and harmless from any and all liability, actions, claims, proceedings, damages or loss arising from or in connection with the employment of Filipino workers for the Project, or those caused by the EMPLOYER / FOREIGN PRINCIPAL. The EMPLOYER / FOREIGN PRINCIPAL shall indemnify and reimburse the LEGAL REPRESENTATIVE for whatever amount the latter may be required to pay in relation to the foregoing.

7.0 REMITTANCE

- 7.1 It is understood that the EMPLOYEE remits his earnings in his ownway. The EMPLOYER / FOREIGN PRINCIPAL shall assist the EMPLOYEE to effect such remittance in the easiest and most effective way possible if required by the EMPLOYEE.

8.0 RESPONSIBILITIES OF THE EMPLOYER

- 8.1 That 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, and in accordance further with the best possible treatment already tended to other foreign workers in the worksite.
- 8.2 Except for reasons due to the fault of the employee, force majeure, or flight delay, Employer shall transport the worker to worksite within thirty (30) days from the date of schedule departure as provided for by the employer fail to do so, Employer shall pay the worker compensation in US dollars equal to fifty percent (50%) of his monthly salary as provided in his executed employment contract for said thirty (30) days and for every succeeding month of delay. Payment made under this provision will be made to the worker through its legal representative within fifteen (15) days following every thirty (30) days of delay. 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 equivalent to one (1) month pay of the worker as provide in his employment contract will be paid to its legal representative for documentation and processing fee.
- 8.3 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 Philippine Embassy / Labor Attache nearest the site of employment and/or the POEA and the LEGAL REPRESENTATIVE about said event.

In case of death of the worker, the EMPLOYER / FOREIGN PRINCIPAL shall bear the expenses for the repatriation of the remains of the worker 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 LabourAttache or Embassy / Consulate.

In all cases, the EMPLOYER / FOREIGN PRINCIPAL shall ensure that the benefits due the worker shall be made available to him or his beneficiaries within the shortest time possible.

- 8.4 The EMPLOYER / FOREIGN PRINCIPAL shall deliver to the worker any and all accrued salaries and benefits to which he is entitled pursuant to his individual employment contract.

9.0 SETTLEMENT OF DISPUTES

- 9.1 All disputes arising from the employment of the worker shall be settled amicably through negotiations with the participation of the representative Philippine Labor Attaché/Embassy/Consulate nearest the site of employment.
- 9.2 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 obligations and the EMPLOYER / FOREIGN PRINCIPAL shall insure that such obligations shall be undertaken without duress or recrimination.
- 9.3 In case of disputes involving this Agreement, the parties thereto must attempt to resolve them amicably.

10.0 TERMINATION

10.1 This recruitment Agreement shall be in effect for a period of one (3) years from the date appearing herein below unless terminated by either party with prior thirty (30) days written notice. Unless either party with the other of its termination, this agreement shall be automatically extended for another year.

11.0 LANGUAGE OF AGREEMENT

This Agreement is written in English and shall be deemed binding on the parties.

12.0 COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument.

13.0 GOVERNING LAW

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

IN WITNESS WHEREOF, we have hereunto set our hands this of _____ 2017 _____ at Makati Philippines.

FOR:

FOR:

ROSALINDA C. VELORIA
Humanlink International Manpower Agency
GENERAL MANAGER

COMPANY NAME
POSITION

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ day of _____ 2017 _____
affiant exhibiting to me his/her res. Cert. No. A
_____ issued at
_____.

NOTARY PUBLIC

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