

# RECRUITMENT AGREEMENT

## KNOW ALL MEN BY THESE AGREEMENTS:

\_\_\_\_\_(Accepting Organization)\_\_\_\_\_, a duly organized business entity operating in Japan, with business office address at \_\_\_\_\_, represented in this Act by \_\_\_\_\_ in his/her capacity as President, hereinafter referred to as **PRINCIPAL**,

and

\_\_\_\_\_(Sending Organization)\_\_\_\_\_, a domestic corporation with principal office at \_\_\_\_\_, represented in this Act by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_, hereinafter referred to as **LEGAL REPRESENTATIVE**,

Parties herein hereby set forth the following purposes, terms and conditions:

### 1. General Provisions

- 1.1 The **PRINCIPAL** shall utilize the facilities and services of the **LEGAL REPRESENTATIVE**, a private recruitment agency duly licensed by the Philippine Overseas Employment Administration (POEA), Department of Labor and Employment (DOLE), for the purpose of pre-selecting, screening, recruiting, processing and documenting Filipino workers hired through the said **LEGAL REPRESENTATIVE** for its operations in Japan. **PRINCIPAL** hereby also undertakes to use the facilities and services of said **LEGAL REPRESENTATIVE** in re-hiring workers as appropriate.
- 1.2 The **LEGAL REPRESENTATIVE** shall make available to the **PRINCIPAL** pre-screened applicants as requisitioned. Except as otherwise agreed upon by both parties, the **PRINCIPAL** or its representative shall have the final authority on the selection in the Philippines of personnel and workers for employment, and that selection shall satisfy the requirements of the employer for all intents and purposes.
- 1.3 The services of the **LEGAL REPRESENTATIVE** shall, among others, include medical Examinations, trade testing, processing, documentation, mandatory training and orientation on the working and living conditions in the country of employment, facilitation of documentation for travel including passports of hired workers.

## 2. Fees and Terms of Payment

The **PRINCIPAL** shall pay to the **LEGAL REPRESENTATIVE** the sum of US\$ \_\_\_\_\_ per selected worker as Minimum Mobilization Fee (MMF) for the pre-selection and processing as well as documentation in accordance with the rules and regulations issued by the POEA and DOLE. Such payment shall not in any manner be levied on the accepted applicants by either the **LEGAL REPRESENTATIVE** or the **PRINCIPAL**.

## 3. Travel Arrangement

The **PRINCIPAL** shall be solely responsible for and bear the expenses of securing entry visas and/or work permits of accepted workers and the cost of their airfares to and from the point of origin, inclusive of travel taxes, if any. The **LEGAL REPRESENTATIVE**, shall, upon payment of this cost by the **PRINCIPAL**, immediately arrange for the travel of the workers.

## 4. Employment

- 4.1 The recruits shall take up employment under the Master Employment Contract (MEC) herein attached as "Annex" and under the wage schedules as attached, and forms an integral part of this Agreement, subject however to the proper approval of the POEA and DOLE.
- 4.2 In case of renewal of the Employment Contract between the **PRINCIPAL** herein and the same workers, said workers shall be entitled to a reasonable adjustment in salary and benefits in accordance with the **PRINCIPAL'S** company pay scale and practices.

## 5. Authority, Joint and Several Liability of Legal Representative

The **PRINCIPAL** hereby authorizes the **LEGAL REPRESENTATIVE** as its agent and representative in all matters involving the recruitment and hiring of Filipino workers for its overseas project.

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

- 5.1 To represent the **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, institution or entity in joint project/venture or as partner in the recruitment, hiring and placement of Filipino contract workers in overseas employment;

- 5.3 To sign, authenticate and deliver all documents necessary to complete 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;
- 5.4 To bring suit, defend and enter into any compromise for and in behalf of the **PRINCIPAL** in litigations involving the hiring and employment of the Filipino contract workers for the said **PRINCIPAL**;
- 5.5 To assume jointly and severally with the **PRINCIPAL** any liability that may arise in connection with the recruitment and hiring of the workers including the full implementation of the employment contract.

## 6. Remittance and Foreign Exchange Earnings

The **PRINCIPAL** and **LEGAL REPRESENTATIVE** shall assist in the remittance of the worker's monthly salary to his/her designated beneficiary.

The **PRINCIPAL** and the **LEGAL REPRESENTATIVE** shall provide the necessary facilities to effect such remittance in the easiest and most effective way possible.

## 7. Responsibilities of the **PRINCIPAL**

- 7.1 The **PRINCIPAL** 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, her 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 work site.
- 7.2 Except for reasons caused by the fault of the worker, force majeure, or flight delay, the **PRINCIPAL** shall transport the worker to the job site within thirty (30) days from date of original departure scheduled as specifically mentioned in the Job Order requisition made by the **PRINCIPAL**. Should the **PRINCIPAL** fail to do so for no valid or justifiable reason, he shall pay the worker reasonable compensation (as may be determined by the appropriate authorities) for every month of delay or fraction thereof.
- 7.3 Payment made under this provision will be made to the worker through the **LEGAL REPRESENTATIVE** or the appropriate government agency for this purpose. Should the **PRINCIPAL** cancel the employment contract or should the deployment delay exceeds two (2) months and the worker elects to cancel said employment contract, the **PRINCIPAL** shall pay the worker an additional amount of compensation as maybe determined by the appropriate authorities under the circumstances. In this case, the **PRINCIPAL** shall not be reimbursed of whatever amount it had paid the **LEGAL REPRESENTATIVE** for documentation and processing.

- 7.4 In case of termination of worker's employment for cause or as a result of death or serious injury, the **PRINCIPAL** shall immediately inform the Philippine Embassy/Consulate or the Labor Attache nearest to the site of employment and/or the Philippine Overseas Employment Administration and the **LEGAL REPRESENTATIVE** about the said event.
- 7.5 In case of death of the worker, the **PRINCIPAL** shall pay all the expenses for repatriation of the remains of the worker and his/her personal properties to his/her relatives in the Philippines, or if repatriation is not possible under the circumstances, the proper disposition thereof, upon previous arrangements with the worker's next-of-kin or in the absence of the latter, the nearest Philippine Labor Attache 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 time possible.

## 8. Settlement of Disputes

- 8.1 In case of disputes arising from the implementation of the employment contract between the **PRINCIPAL** and the worker, all efforts shall be made towards amicable settlement. If necessary, such negotiations shall be undertaken with the participation of the Philippine Labor Attache or Embassy/Consulate nearest the site of employment.
- 8.2 In case amicable settlement fails, the matter shall be submitted to the competent and appropriate body in the country of employment. During such process of settlement and while the case is pending, the affected worker shall endeavor to fulfill the contractual obligation and the **PRINCIPAL** shall ensure that such obligation shall be undertaken without duress and recrimination.
- 8.3 In case of disputes involving the **RECRUITMENT AGREEMENT**, the parties hereto must attempt to resolve the same amicably. If efforts to settle such disputes amicably fails, said disputes shall be referred to the International Chamber of Commerce for hearing and adjudication, or to such other competent and appropriate administrative bodies/courts as may be agreed upon by both parties herein.

## 9. Termination

This Recruitment Agreement shall be in effect for a minimum of \_\_\_\_\_( ) years from date of execution unless sooner revoked by either party through a thirty (30) days prior written notice.

The responsibility of the parties herein shall be in effect up to the completion of the last Employment Contract signed with a recruited worker and the rights of the workers recruited under this Recruitment Agreement must be recognized and the terms and conditions of the Employment Contract shall be strictly adhered to and complied with. Unless either party so notifies the other of such termination in writing, this Agreement shall automatically be extended and renewed for another year.

**10. Governing Laws**

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

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

\_\_\_\_\_  
Sending Organization/Phil. Recruitment Agency

\_\_\_\_\_  
Accepting Organization/Direct Employer