

## RECRUITMENT AGREEMENT

This Recruitment Agreement is entered into by and between **HUMAN AGGREGATES PHILIPPINES, INC. with office address at 1106 Pearl of the Orient Towers, 1240 Roxas Boulevard, Ermita, Manila, Philippines**, henceforth referred to as the **AGENCY**:

-and-

**(COMPANY NAME)**, with office address at **(COMPANY ADDRESS)** henceforth, referred to as the **EMPLOYER**.

### I. SCOPE OF SERVICES AND AGREEMENT

- A. The Employer will utilize the facilities and services of the AGENCY for purposes of recruiting, processing and documenting and dispatching Filipino workers hired through the AGENCY, for its operations in **(COUNTRY OF JOB SITE)**.
- B. The Employer will endeavor to give the Agent sufficient notice to such requisitions, if possible at least one month notice to such requisitions, so that the processing can be attended to and the contract employee can be dispatched at the time requested by the Employer
- C. Sourcing – The AGENCY shall source for and make available to the EMPLOYER pre-screened applicants as requisitioned. Applicants shall be screened by appropriate means such as personal interview, evaluation of work experience, and when specified, trade test. However, should the Agent undertakes solely the final selection of workers, the Agent shall repatriate at its own account such workers during the first three months probationary period; 1) Who are deemed with just cause incompetent of carrying out his duty. 2) Who commits criminal acts.
- D. The EMPLOYER shall have final authority on the selection of candidates for employment and that selection shall satisfy the requirements specified in the EMPLOYER'S job description.
- E. Processing – The Agency shall process the documents of selected candidates for assignment in **(COUNTRY OF JOB SITE)**. Said Service shall include the following:
  1. Scheduling of medical examinations required by Philippine Overseas Employment Administration;
  2. Processing of the EMPLOYER'S documents and selected candidate's documents at the Philippine Overseas Employment Administration (POEA) as required by the Philippine Government, i.e. Accreditation and Job Order (J.O.) approval for the selected candidates, processing of selected candidate's visa at the **(COUNTRY OF JOB SITE)** Embassy in Manila.
  3. Processing of Travel Tax Exemption of selected candidates to secure the certificates required for ticket issuance, verification and claiming of tickets from the airline, conducting Pre-departure Orientation Seminar (PDOS) for selected candidates prior to their departure.
  4. The Agent shall with the requisition receive information about the salary, grading for the employees, job description, and full details of the employment.
  5. The Agent shall arrange for pre-employment medical examination of selected employees. This examination shall be made by Physicians approved by the Principal, and include inter alia, blood, urine, stool and pregnancy test, and submit health report to the Principal.

6. The Agent shall see that all contracted employees are duly vaccinated as required and hold the necessary visas/work permits as instructed by the Principal.

## II. FEES AND COSTS:

### **CHARGES TO THE EMPLOYER:**

- A. Visa fee – The Employer shall secure and pay all costs incidental to visa acquisition.
- B. The work permits will be paid and provided by the Principal.
- C. Airline tickets – Unless otherwise specified by the Employer to send PTA, we will charge the Employer the air line ticket every worker deployed to **((COUNTRY OF JOB SITE))**(\*\*Rate depends on prevailing rates). The Agent shall arrange for the air transportation of the contracted employee, at the cheapest rate possible as per the Principal's instructions and for the Principal's account or the ticket shall be booked electronically by the principal in advance.
- D. All other costs and fees not expressed herein, however, incidental to fulfilling the services stated in Article I should first be approved by the EMPLOYER in writing. The EMPLOYER shall pay the AGENCY for said cost/fees upon the EMPLOYER'S receipt of the invoice. This pertains to Trade Testing, Separate Advertisements, etc.
- E. Overseas Employment Certificate - comes in the form of E- receipt certifying to the regularity of a worker's recruitment and documentation and ensures exemption from travel tax and airport terminal fee. This also serves as a worker's guarantee that he/she is covered by the government's protection and benefits.
- F. Recruitment Service Fee –equivalent to worker's one month remuneration
- G. All other costs and fees not expressed herein, however, incidental to fulfilling the services stated in Article I should first be approved by the EMPLOYER in writing. The EMPLOYER shall pay the AGENCY for said cost/fees upon the EMPLOYER'S receipt of the invoice. This pertains to Trade Testing, Separate Advertisements, etc.
- H. OFW Insurance Coverage - coverage under the compulsory insurance requirement in Section 37-A of the Migrant Workers and Overseas Filipinos Act of 1995, as amended. This mandatory insurance coverage of OFWs is exceptionally different and distinct from the ordinary and usual insurance contracts provided by insurance providers in the Philippines. This is insurance is equivalent to USD 144 for 2 years contract.

### **CHARGES TO THE WORKER:**

- I. Documentation Fees (DF) – the selected workers shall secure and pay all costs of documentation requirements such as:
  1. Passport;
  2. Medical Examination
  3. Government Clearance (NBI)
  4. Medicare
  5. Other costs as may be required

**III. CANCELLATION OF FEES, REFUND AND OTHER PENALTIES:**

- A. The EMPLOYER has the right to cancel the job order ten (10 days from the date of signing of the agreement and/or confirmation of the order, in writing. If the Employer cancels the job order on the 11<sup>th</sup> day, however, before final selection, without valid and justifiable reason, the EMPLOYER shall pay the AGENCY cancellation charges and fees equivalent to USD \$200, to defray all AGENCY'S services cost.
- B. In the event that the EMPLOYER cancels the job order after final selection, the EMPLOYER shall pay the AGENCY USD \$400, to defray all service costs already spent;
- C. In the event the EMPLOYER cancels the Job Order (J.O.) after confirming the final selection and processing of the selected candidates travel documents, the EMPLOYER in addition to item B above mentioned shall reimburse the AGENCY the actual cost of documenting the said candidate, which is comprised of, but not limited to the following:

Medical Examination	P 3,500.00
Passport	750.00
Medicare	900.00
NBI Clearance	<u>120.00</u>
	P 5,270.00
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**IV. AUTHORITY, JOINT AND SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE:**

The EMPLOYER authorizes the AGENCY as its sole agent and representative for Job Order requisitioned in all matters involving the recruitment and hiring of Filipino workers for its operations in the **(COUNTRY OF JOB SITE)**. By virtue of said authority, the AGENCY is granted the following powers and obligations:

- 1. To represent the EMPLOYER before and all government and private office/agencies in the Philippines.
- 2. To enter into and all, contracts with any person(s), corporation(s), institution(s), or entity in a joint venture or partnership in the recruitment, hiring and placement of Filipino workers for overseas employment.
- 3. To sign, authenticate and deliver all documents necessary to complete any transaction related to such requirement and hiring, including making necessary steps.
- 4. To facilitate the departure of the recruited workers in accordance with the Philippine Labor Code as amended and its rules and regulations.
- 5. To bring suit, defend and enter into any compromise for and in behalf of the EMPLOYER in litigations involving, the hiring and employment of Filipino workers. The Agent shall defend the Principal from and against any and all claims that may be brought and asserted against the Principal through our company as an agent in the Philippines. Any action against the contracted workers shall be in accordance with the **(COUNTRY OF JOB SITE)** Labor Laws, administrations rules and regulations and documents related thereto must be furnished to the Agent by the Principal for the legal purposes herein mentioned.
- 6. To assume jointly and solitarily with the EMPLOYER any liability, responsibility that may arise in connection with the recruitment and hiring of Filipino workers, including the full implementation of the Employment Contract.
- 7. All expenses that may be incurred in pursuing Sub-Article IV.4 and IV.5 of this Article shall be shouldered by the EMPLOYER.

## **V. GENERAL PROVISIONS**

1. All documents, files and records are CONFIDENTIAL and shall only for and in connection with the services hereunder and are not to be otherwise used, released, delivered or disclosed in whole or in part by both parties to any third party without prior mutual consent of both parties.
2. The Principal shall provide board and lodging for the contracted workers and further provide them with proper facilities for laundry purposes.
3. The Principal shall arrange medical insurance for the employee. in the case of injury or prolonged illness contracted prior to appointment, the Principal may repatriate the injured or ill employee at the cost of Agent during the first three months of the probationary period specified and at the cost of the employer after the probationary period. The Agent shall arrange a replacement by a suitable and qualified employee acceptable to the Principal.
4. The Principal shall undertake to meet the expenses involved in repatriating the body of any deceased employee back to the Philippines in the event that this is not possible due to any government prohibitions, the Principal shall meet expenses involved in burying the employee at the place of death, or to make arrangement with the next of kin for the cremation of the body and the shipping of the ashes and personal effects back to the Philippines. (this can be taken thru insurance)
5. GUARANTEE – The AGENCY guarantees that any/all candidates selected by the AGENCY and made available to the EMPLOYER have been tested. In the event that any such worker fails to meet the skills set by the EMPLOYER, upon due notice and due process given to the worker and within three (3) months from date such worker embarked to work with the EMPLOYER, the AGENCY shall replace such worker with a qualified worker without charging the EMPLOYER another Recruitment Service Fee and processing/documentation fees. As per House Bill No. 14314 and Senate Bill No. 2077 signed on 07 June 1995 known as the Magna Carta of Overseas Filipino, repatriation of overseas Filipinos and their remains and belongings shall be the sole responsibility of the EMPLOYER under any circumstances.

## **VI. COVERAGE OF THE GUARANTEE**

1. Contract workers who are found to be medically and physically unfit for the job except for diseases that would require special procedures and examinations for diseases that would require special procedures and examinations for their detection such as bronchoscope, cholera, GI, etc.
2. Contract workers who are found unfit and incompetent for their job they have applied for during the first ninety (90) days of employment from their date of arrival in the job site provided, however, that said worker has not been assigned to the position other than what has been previously agreed upon and stated in their contract of employment. This covers only to workers finalized by AGENCY staff. Should the workers be selected by our client and/or a client representative, it is understood that the workers have been selected technically accordingly to the clients' requirements, thus won't cover by this guarantee

## **VII. VALIDITY AND TERMINATION**

This Recruitment Agreement shall be in effect for a minimum period of two (2) years from the date appearing herein, unless sooner terminated by either party after thirty (30) days prior written notice. In the event of termination, the EMPLOYER shall pay all sums due hereunder for the services availed of and performed through the effective date of termination. Upon payment of such amount, the EMPLOYER shall have no further obligations to the AGENCY. Unless either party so notifies the other of termination after two (2) years, this Recruitment Agreement shall be in effect for the succeeding years:

- (1) This agreement shall be governed, construed and interpreted in accordance with the laws of the Republic of the Philippines or **(COUNTRY OF JOB SITE)**.
- (2) This agreement shall commence on the 25<sup>th</sup> day of March 2011, and shall continue for a period of two years and may be terminated at any time during such period by either party by giving the other party two months notice in writing. In witness whereof, the parties have set their hands hereto this 16<sup>th</sup> day of March 2011.

**HUMAN AGGREGATES PHILIPPINES, INC.**  
**AGENCY**

**(COMPANY NAME)**

By:

ISMAELITO RAMA  
**General Manager**

**(NAME OF REPRESENTATIVE WITH POSITION)**