**RECRUITMENT AGREEMENT**

**BETWEEN**

\_\_\_\_\_\_(Name of PRA)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a recruitment agency duly organized and existing under and by virtue of the Republic of the Philippines and with business address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and herein represented by this act its President & General Manager, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred to as the FIRST PARTY of legal Representative.

-And-

\_\_\_\_\_\_\_\_(Name of Principal)\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Foreign Principal duly organized and existing under and by virtue of the laws of Taiwan with office address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and herein represented in this act by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , and hereinafter to as the SECOND PARTY, set forth the following purposes, terms and stipulations.

1. **GENERAL PROVISION**
	1. The TMA/ Foreign Principal shall utilized facilities and services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the purpose of preselecting, recruiting, processing and documenting Filipino workers hired through the said legal representative for its operation in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . It shall also avail of such services and facilities for the rehiring of the workers, as may be appropriate.
	2. The Legal Representative shall make available to the Employer, pre-screened applicants as requested. As may be agreed upon the 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 intents and purposes.
	3. The service of the 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 representative shall also, when authorized in writing by the Principal, sign the individual employment agreement which shall be binding for all parties.
	4. The 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 the parties.
	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:

“The PRINCIPAL approves and fully concurs with the imposition by the COMPANY/ REPRESENTATIVE of fees against the workers in accordance with the rules and regulation of the Department of Migrant Workers. The pertinent provisions of which are attached and shall form an illegal part of this agreement.”

It is understood that no other fees in whatever form, manner of purpose shall be imposed upon the worker by the agency. All payments made by the workers shall covered by appropriate receipt.

1. **FEES AND TERMS OF PAYMENT**
	1. The Employer 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 Labor Employment or the Principal.

Such payments shall not in any manner be levied on the accepted applicants by either the representative or the Principal.

* 1. A service fee of \_\_\_\_\_\_\_\_\_\_\_ per selected worker and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ per re-hires shall also be paid to the representative.

 **3.0 TRAVEL ARRANGEMENT**

 3.1 The Employer shall solely responsible for and bear the expenses of securing entry visa/ work permits of 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 Contract of Employment (MEC) herein attached as Annex “A’’ and under the wage schedule as attached which form an integral form a part of this agreement, which are subject to approval by the Department.

 4.2 In case of renewal of Employment Contract between the Employer and the same Employee, said employee may be entitled to reasonable adjustment in salary and benefits in accordance with the company’s pay scale and practices.

**5.0 AUTHORITY, JOIN 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 matter involving the recruitment and hiring of Filipino workers for overseas project.

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

 5.1 To represent the Employer/Principal before any and all government and private offices/agency in the Philippines.

 5.2 To enter into any/all contracts with any person, corporation, or institutions 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 accordance with the Labor Code as amended ant its rules and regulation.

 5.4 To bring suit, defend and enter into any compromise for and in behalf of the Employer/Foreign Principal and litigation involving in the hiring and employment of the Filipino contract workers for the said Principal

 5.5 To assume jointly and solidarity with the 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 and his Legal Representative shall assist the remittance of at least \_\_\_\_\_\_ percent of the workers monthly basic salary to his designated beneficiary in the Philippines through normal banking channels as mandated by Central Bank Circular No.365and Rule V Section 14 (h) or the

 Rules and Regulation implementing the Labor Code, as amended. The Employer 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 Principal assumes primary responsibility in the undertaking.

 However, The Legal Representative shall be jointly liable with the 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 his duly designated beneficiary.

**7.0 RESPONSIBILITIES OF THE EMPLOYER**

 7.1 The Employer 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.

 7.2 Except for reasons caused by the fault of the Employer, force majeure or flight delay, the Employer shall transport the worksite within (30) days from the date of scheduled departure as specified by the Employer upon filling the job requisition. Should the employer fail to do so for no valid justifiable reasons, he shall pay the worker reasonable compensation as may be determined by the appropriate authorities for every month or a fraction thereof delay.

 Payment made under the 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 workers elect to cancel the said employment contract, the employer shall pay 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.

 7.3 In case of termination of the worker’s employment for cause or as a result of death or serious injury, the Employer shall immediately inform the MECO-MWO/ Labour Attache nearest to the site of employment and/or the POEA and the Employer’s Legal Representative about said event.

In case of death of the employee, the Employer 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 nearest Philippine MWO Attaché. In all cases, the Employer shall ensure that 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 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 Migrant Workers Office attaché 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 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 TERMINATTION OF AGREEMENT**

 9.1 This Recruitment Agreement shall be in effect for minimum period of one year 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**

This agreement is written in both English and the official language of the country of employment and both copies shall deemed binding on the parties.

**11.0 GOVERNING LAW**

This contract shall be the law between parties and shall be interpreted in accordance with the laws of the Philippines but not the exclusion of the 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023\_ at Taipei, Taiwan

By: By:

Name of Legal Representative Name of Foreign Principal

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 Position Position