

NOTE: Sample (Transfer this document to your company letter head and VERIFIED stamped by Philippines Embassy / POLO)



SMC MANPOWER AGENCY PHILIPPINES COMPANY

No. 1726 Road 2 Street corner Road 7 Street,
Favie Estate, Sta. Ana, Manila, 1009 PHILIPPINES
Tele Nos. (00632) 5610405; 4855668; 5890008; 589709
Fax No. (00632) 5610405; 4459051
E-mail Address: cress1021@yahoo.com

RECRUITMENT AGREEMENT

between

SMC MANPOWER AGENCY PHILIPPINES COMPANY

and

This Recruitment Agreement entered into by and between **SMC MANPOWER AGENCY PHILIPPINES COMPANY** with office address at #296 MC-ARTHUR HIGHWAY KARUHATAN, VALENZUELA CITY METRO MANILA, Philippines hereinafter referred to as legal representative and _____, with office address P.O. BOX _____, RIYADH _____, KINGDOM OF SAUDI ARABIA represented by its representative _____ hereinafter referred to as Employer set forth the following purposes, terms and stipulations:

1.0 GENERAL PROVISIONS

The Employer/Foreign Principal utilized the services of **SMC MANPOWER AGENCY PHILIPPINES COMPANY** for processing and documenting Filipino hired through the said Representative for operation in Saudi Arabia. It shall also avail of such services and facilities for the rehiring of the workers, as appropriate.

- 1.1 The Legal Representative shall make available to the Employer, pre-screened applicants as requisitioned. As may be agreed upon by both parties, the employer shall have final authority on the selection in Manila of personnel for employment and the selection shall satisfy the requirement of the Employer for all intent and purposes.
- 1.2 The service of the said Representative shall include but not limited to provision of medical examination, insurance, repatriation bond, welfare fund, processing, documentation mandatory briefing/orientation on the working and living condition at the country of employment, facilitating documentation for travel like security and police clearance, passport, etc., that the worker may require. The representative shall also, when authorize in writing by the Principal sign the individual employment contract, which shall be binding, for all parties.
- 1.3 The Representative shall also provide facilities and services for the processing and documentation of workers rehired by the Principal under the terms and conditions as may agree upon by parties.

2.0 FEES AND TERMS OF PAYMENTS:

2.1 The Employer shall pay the Legal Representative the sum of _____ DOLLARS (\$____.00) per selected worker as recruitment services fee for the selection, documentation, and processing in accordance with rules and regulation issued by the Department of Labor and Employment.

3.0 TRAVEL AGREEMENT:

3.1 The Employer shall be solely responsible for and bear the expenses of securing entry visa / or work permits of accepted workers and payment of worker's ticket.

4.0 EMPLOYMENT:

4.1 The recruits shall take up Employment under the Standard Employment Contract based on the approved wage schedule of the Philippines, Department of Labor and Employment and / or concerned Government Authorities at the site of Employment.

In case of renewal of Employment Contract between the Employer and the same Employee; said Employee maybe entitled to reasonable adjustment in salary and benefits in accordance with the Employer's pay scale and practices.

5.0 AUTHORITY AND JOINT SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE:

5.1 The Employer/Foreign Principal authorizes the Legal Representative as its agents and representative in all manners involving the recruitment and hiring of Filipino workers for overseas jobs. By virtue of said authority, the Legal Representative is granted the following powers of obligations.

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

5.2 To enter into any and all contracts with any person, corporations, institutions or entity in a joint venture as partner in the recruitment, hiring and placement of Filipino contract worker 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 recruited workers in accordance with the labor code as amended and its rules and regulation.

5.4 To bring suit, defend and enter into any compromise for and in the behalf of employer of Filipino contract workers for said Principal.

5.5 To assumes jointly and solidarity with Foreign Principal any liability/ responsibility that may arise in connection with the recruitment and hiring workers including the full implementation of the Employment Contract.

6.0 RESPONSIBILITY OF THE EMPLOYER:

- 6.1 The Employer will exert all possible effort to enhance the welfare and protection the right of the Filipino workers hired under his Agreements in accordance with the laws of the Philippines, his country of domicile and international covenant on expatriate employment and in accordance further with the best possible treatment already extended to other workers at the place of employment.
- 6.2 In case of termination of the worker's employment for cause as a result of death of serious injury, the Employer shall immediate inform the Philippine and /or the POEA and the Employer's Legal Representative about such event.

7.0 SETTLEMENT OF DISPUTES:

- 7.1 In case dispute arising from the implementation of the Employment Contract between the Employer and the Contracts Workers, all effort shall made to settle amicably. If necessary, such negotiation be undertaken in cooperation and with the participation of the Philippines Labor Attaché / Consulate nearest the site of employment.
- 7.2 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 shall insure that such obligation shall be undertaken without duress or discrimination.
- 7.3 In case of dispute involving the Recruitment Agreement, the parties thereto must attempts to resolve them amicably. If the effort to amicably settle fail then the dispute shall be referred to the International Chamber of Commerce for hearing and adjudication or to whatever Administrative bodies/ courts where the parties agree to have the dispute settled.

8.0 TERMINATION OF AGREEMENT:

- 8.1 The recruitment Agreement shall be effect for a minimum period of one (1) year from the date of appearing herein below unless sooner terminated by either party after thirty (30) days prior written notice. In any case, the responsibilities of the parties shall be in effect up to the completion of the last employment contracts signed with a recruited worker and the right if the workers recruited under this agreement must be recognized and terms and conditions of the contract employment shall be strictly adhered to and complied with. Unless, either party so noticed the termination, this Agreement shall be automatically extended or renewed for another year.