



## **RECRUITMENT AGREEMENT**

### **BETWEEN**

**RISE MANPOWER SERVICES, INC.**

### **AND**

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The Recruitment Agreement entered into by and between **RISE MANPOWER SERVICES, INC.** with office address at 1019 Gen Malvar St., Malate, City of Manila, Philippines, represented by its CEO & President, **Rose Marie P. Lainez** hereinafter referred to as the Legal Representative and \_\_\_\_\_, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, herein referred to as the Foreign Principal/Employer, set forth the following purposes, terms and stipulations:

#### **1.0 GENERAL PROVISIONS**

- 1.1 The Employer/Principal shall utilize facilities and services of Rise Manpower Services for the purpose of pre-selecting, recruiting, processing and documenting Filipino workers hired through the said Legal Representative for its operations in the \_\_\_\_\_. It shall also avail of such services and facilities for the rehiring of the workers, as appropriate.
- 1.2 The Legal Representative shall make available Employer, prescreened applicants as requisitioned. The Employer shall have the final authority in the selection of personnel for employment and that selection shall satisfy the requirements of the employer for all intents and purposes.
- 1.3 The services of the said 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 clearance, passports, etc.
- 1.4 The Legal Representative shall also provide facilities and services for the processing and documentation of workers rehired by the



Principal/Employer under such terms and conditions as may be agreed upon by the parties.

- 1.5 The list of recommended candidates provided by the Legal Representative shall be valid for a period of forty-five (45) calendar days from the date of endorsement. After the expiration of this period, the Legal Representative reserves the right to reassign or endorse the candidate to other principals unless otherwise agreed in writing.

## **2.0 FEES AND TERMS OF PAYMENT**

- 2.1 The Employer shall pay to the Legal Representative a minimum amount equivalent to one month salary per selected worker as service fee, plus documentation and processing fees in accordance with the rules and regulations issued by the Department of Migrant Workers (DMW). The fee shall be remitted to the Legal Representative prior to the deployment of the workers.

## **3.0 TRAVEL ARRANGEMENT**

- 3.1 The Employer shall be solely responsible for and bear the expenses of securing entry work permits of accepted workers. It shall likewise pay the cost of airfare of the workers to the jobsite and the return ticket upon completion of the contract. The Legal Representative shall see to it that the workers are duly informed about their travel arrangements.

## **4.0 EMPLOYMENT**

- 4.1 The recruits shall take up employment under the master contract of employment herein attached with salaries in conformity with the job order and wage scales likewise attached, which forms an integral part of this Agreement, which are subject to approval by the Department of Migrant Workers (DMW).
- 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 salary scale and practices.

## **5.0 AUTHORITY, JOINT AND SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE**

The Employer/Foreign Principal authorizes the Legal Representative as its exclusive agent and sole representative in all matters involving the recruitment and hiring of Filipino workers for its overseas projects.



By the virtue of the 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/agencies in the Philippines.
- 5.2 To enter into any and all contracts with any persons, corporation, institutions or entities in joint ventures or as partners in 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 in accordance with the Labor Code as amended and its rules and regulations.
- 5.4 To bring suit, defend and enter into compromise for and on behalf of the Employer/Principal in litigations involving the hiring and employment of Filipino Contract Workers for said Principal.
- 5.5 To assume jointly and solidarity with the 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.

## **6.0 RESPONSIBILITIES OF THE EMPLOYER**

- 6.1 The Employer will exert all possible efforts to enhance the welfare and protect the rights of the Filipino workers hired under the Agreement in accordance with 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 work site.
- 6.2 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 Philippine Embassy/Labor Attaché nearest the site of employment and/or the DMW and the Employer's Legal Representative about the 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/her personal properties to his relatives in the Philippines or if repatriation is not possible under the 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 Labor Attaché or Embassy, shall be made available to him or his beneficiaries within the shortest time possible.

## **7.0 SETTLEMENT OF DISPUTES:**

- 7.1 In case of disputes arising from the implementation of the employment contract between the Employer and the contract workers, all efforts shall be made to settle them amicably. If necessary, such negotiations shall be undertaken in cooperation and with the participation of the Philippine 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 worker shall endeavor to fulfill his/her contractual obligation and the Employer shall ensure that such obligations shall be undertaken without duress or recrimination.
- 7.3 In case of a dispute involving this Recruitment Agreement, both parties shall endeavor to resolve the matter amicably through mutual consultation and negotiation. If such efforts fail, the parties may refer the matter to the International Chamber of Commerce (ICC) for hearing and adjudication, subject to mutual agreement at the time of the dispute. Nothing herein shall obligate either party to pursue formal adjudication if both decide to abandon or informally settle the issue.

## **8.0 NON-CIRCUMVENTION AND NON-SOLICITATION**

The Principal agrees not to directly or indirectly hire, engage, or contract any candidate introduced by the Agency without prior written consent. Should the Principal engage any such candidate—whether directly, indirectly, or through another agency—within one (1) year from the introduction, the Principal shall be liable to pay the Agency its full applicable service and processing fees as if the Agency had facilitated the deployment.

This provision applies even if this Agreement has not been signed or notarized but candidate profiles have already been shared.

## **9.0 TERMINATION OF AGREEMENT**

- 9.1 This Recruitment Agreement shall be in effect for a minimum period of one (1) year from the date 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 contract signed with a recruited worker and the rights of the workers recruited under this Agreement must be recognized and terms and conditions of the contract of employment shall be strictly adhered to and complied with. Unless either party so notifies the other of its termination, this Agreement shall be automatically extended or renewed for another Year.

#### **10.0 LANGUAGE OF AGREEMENT**

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

#### **11.0 GOVERNING LAWS**

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

IN WITNESS WHEREOF, we have hereunto set hand, this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_ at Manila, Philippines

**RISE MANPOWER SERVICES, INC.**

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**ROSE MARIE P. LAINEZ**

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