

RECRUITMENT AGREEMENT BETWEEN

PHILIPPINE HOSPITALS AND HEALTH SERVICES INC.

and

This Recruitment Agreement entered into by and between Philippine Hospitals and Health Services agency with office address at 5th Floor, Trans-Phil House Building, #1177 Chino Roces Avenue Makati City, Philippines, Represented by its President and CEO **Mr. Rodolfo S. de Lara**, hereinafter by referred to as **Legal Representative**.

And Name of Representative/ **Company Name** referred to as **Employer/ Foreign Principal**, set forth the following purposes, terms and stipulations.

1.0 GENERAL PROVISIONS

1.1 The Employer/Foreign Principal shall utilize facilities and services of Philippine Hospitals & Health Services agency for recruiting, processing and documenting Filipino workers hired through the said legal representative for its operation in Saudi Arabia. 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 to the Employer, pre-screened applicants as requisitioned. As may be agreed upon by the parties, the Employer shall have the final authority on the selection in Manila of personnel for employment and that selection shall satisfy the requirements of the employer.

1.3 The services of the said Representative shall include, but not limited, 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 Representative shall also, when authorized in writing by the Principal, sign the individual Employment Agreements which shall be binding for all parties.

1.5 The Representative shall also provide facilities and services for the processing and documentation of workers rehired by the Principal under such terms and conditions as may be agreed upon by the Parties.

2.0 FEES OF WORKERS

As may be appropriate and agreed upon by the parties, an additional clause on fees against the workers may be incorporated to read as follows:

2.1 The PRINCIPAL approves and fully concurs with the imposition by the COMPANY/REPRESENTATIVE of fees against the workers in accordance with the rules and regulations of the Department of Labor and Employment. The pertinent provisions of which are attached and shall form part of this agreement.

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

3.0 FEES AND TERMS OF PAYMENT

3.1 The Employer shall pay to the Legal Representative _____ 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 and Employment. Such payments shall not in any manner be levied on the accepted applicants by either the representative or the Principal.

3.2 A service fee of US\$100 per deployed candidate will be charged to the Principal.

4.0 TRAVEL ARRANGEMENT

4.1 The Employer shall be solely responsible for and bear the expenses of securing entry visa / or 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 workers.

5.0 EMPLOYMENT

5.1 The recruits shall take up employment under the master contract of employment herein attached as Annex ___ and under the wage schedule as attached, which form an integral part of this Agreement which are subject to approval by the Department of Labor and Employment.

5.2 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 accordingly.

6.0 AUTHORITY , JOINING AND SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE

The Employer / Foreign Principal authorize 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 virtue of said Authority, the Legal Representative is granted the following powers and obligations:

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

6.2 To enter into any and all contracts with any persons, corporation,

institutions or entity in a joint venture or as partner in the recruitment, hiring and placement of Filipino contract workers for overseas employment.

6.3 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.

6.4 To bring suit, defend and enter into any compromise for and in behalf of the Employer / Principal in litigations involving the hiring and employment of Filipino contract workers for said Principals.

6.5 To assume jointly and solidarily with the foreign principal and liability/responsibility that may arise in connection with the recruitment and hiring of the workers including the full implementation of the employment contract.

7.0 REMITTANCE OF FOREIGN EXCHANGE EARNINGS

7.1 The Employer and his Legal Representative shall undertake to remittance of at least seventy (70%) Percent of the worker's monthly basic salary to his designated beneficiaries in the Philippines through the normal banking channels as mandated by Central Bank Circular No. 364 and Rule V, Section 14 (h) of the Rules and Regulations 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 held jointly liable with the Principal and shall immediately

assume payment thereof upon orders of the Ministry in case of failure of unnecessary/unexplained delay in the remittance of that portion of the salary intended for his duly designated beneficiary.

8.0 RESPONSIBILITIES OF THE EMPLOYER

- 8.1 The Employer will 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, 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
- 8.2 Except for reasons caused by the fault of the Employee, force majeure, or flight delay, the Employer shall transport the worker to the worksite within thirty (30) days from the date of scheduled departure as specified by the Employer upon filing of job requisition. Should the Employer had to do so for no valid or 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 this provision 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 or the worker elects to cancel the said employment contract, the Employer shall pay the Employee and 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.
- 8.3 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 Philippine Embassy / Labor Attaché nearest the site of employment and / or POEA 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 personal properties to his relatives in the Philippines, or if repatriation is not possible under certain 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 / Consulate.

In all cases, the Employer shall insure that the benefits due the Employee shall be made available to him or his beneficiaries within the shortest time possible.

9.0 SETTLEMENT OF DISPUTES

9.1 In case of disputes arising from the implementation of the employment contract between the employer and the contract worker, all effort 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/Embassy/Consulate nearest the site of employment.

9.2 In case the amicable settlement fails, the manner 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 the employer shall insure that such obligation shall be undertaken without duress or *recreation*

9.3 In case of disputes involving this Recruitment Agreement, the parties

thereto must attempt to resolve them amicably. If the effort to amicably

Signed:

Name of Representative/Position/Company Name

RODOLFO S. DE LARA
President, Philippine Hospitals and Health Services