

RECRUITMENT AGREEMENT

between

(Legal Representative/PRA)

and

(Employer/Foreign Principal)

This Recruitment Agreement entered into by _____ and _____ between
at _____, with office address
_____, represented by
_____, **General Manager** and
_____, represented by
_____ - **Chairman**, with office address at **P.O. Box _____**,
Doha, State of Qatar, hereinafter 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 _____ (PRA) for the purpose of pre-selection, recruitment, processing and documentation of Filipino workers hired thru the said Legal Representative for its operation in Doha, Qatar. 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 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 like security and police clearance, passport, etc.; and
- 1.4 The representative shall also provide facilities and the services for the processing, documentation of workers rehired by the Principal under such terms and conditions as may be agreed upon by the parties.

2.0 FEES AND TERMS OF PAYMENTS:

- 2.1 The employer shall pay the Legal Representative the sum of **US \$_____** per selected worker as processing and recruitment fees for the pre-selection, documentation and processing in accordance with the rules and regulations issued by the Department of Migrant Workers. Such payments shall not in any manner be levied on the applicants by

either the representative or the principal. The fee will be paid only after the Principal approves the selection of the worker.

3.0 TRAVEL ARRANGEMENT:

- 3.1 The employer shall be solely responsible for and bear expenses of securing entry visa for work of accepted workers and 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 up employment under the Master Employment Contract (MEC) herein attached which form an integral part of the Agreement which are subject to approval by the Department of Migrant Workers (DMW). There is also a "Probationary Period" of Three (3) months; and
- 4.2 In case of renewal of Employment Contract between employer and the same employee, said employee may be entitled to a reasonable adjustment in salary and benefits in accordance with the company's pay scale and practices.

5.0 AUTHORITY, JOINT AND SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE:

- 5.1 To represent the Employer/Principal before any and all government and private offices in the Philippines;
- 5.2 To enter into any and all contracts with any person, corporations, institutions or entity in a joint 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 transactions related to such recruitment and hiring, including making necessary steps to facilitate the departure of recruited workers in accordance with the DMW rules and regulations.
- 5.4 To bring suit, defend and enter into any compromises for and in behalf of the Employer/Foreign Principal in litigation's involving the hiring and employment of Filipino workers for said Principal; and
- 5.5 To assume jointly and solidarily with the Foreign Principal any liability/responsibility that may arise in connection with the recruitment/hiring of the workers including the full implementation of the employment contract to pay and settle claims and demand any obligations, judgments or awards to such worker by way of indemnification of reimbursement for whatever amount the Legal Representative may be forced or obliged to pay in behalf of the employer/foreign principal.

6.0 REMITTANCE OF FOREIGN EXCHANGE EARNINGS:

- 6.1 The employer shall encourage all workers to remit at least _____ percent (___%) of his salary to the Philippines, if required.

7.0 RESPONSIBILTIES OF THE EMPLOYER:

- 7.1 The employer shall 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 possible treatment already extended to other workers at its worksite;
- 7.2 Except for the 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 a job requisition. Should the employer fail 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 of delay. Payment made under these provisions will be made to do the workers 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 worker selects 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; and
- 7.3 In case of termination of worker's employment for cause or as a result of death or serious injury, the employer shall report immediately to the Philippine Embassy/Labor Attaché nearest the employer's Legal Representative about said event. In case of death of 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, and if repatriation is not possible under certain circumstances, the proper disposition thereof, upon previous arrangement with the worker's next-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 to the employee shall be made available to him or his beneficiaries within the shortest possible time.

8.0 SETTLEMENT OF DISPUTES:

- 8.1 In case of dispute arising from the implementation of the employment contract between the Employer and contract worker, 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/Embassy/Consulate nearest 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 worker shall endeavor to fulfill his contractual obligations and the Employer shall ensure that such obligations shall be undertaken without duress or recrimination; and
- 8.3 In case of dispute involving 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 bodies/courts where parties agree to have the dispute settled.

9.0 TERMINATION OF AGREEMENT:

- 9.1 The Recruitment Agreement shall be in effect for a minimum period of _____ three (3) year from date appearing herein below unless sooner terminated by either party after Thirty (30) days prior written notice. In 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 worker recruited under this Agreement must be recognized and terms and conditions of the contract of employment shall be strictly adhered to complied with.

10.0 LANGUAGE OF AGREEMENT:

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

11.0 GOVERNING LAW:

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

IN WITNESS THEREOF, we have hereunto set our hands this _____ day of _____, 20____.

(Name of PRA's representative)

(Name of Company' Representative)

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I/ **Mr./Ms.** _____ (*company owner/ signatory*) of legal age with Office address at _____ (*name of company, address*) and P.O Box _____, **Doha, State of Qatar**, appoint _____ (*name of Philippine agency*), represented in this act by _____ (*name of agency president/ manager*), General Manager, likewise of legal age, married and with office address at _____ (*address of Philippine agency*), **Philippines**, as our true and legal representative to act for and on our behalf in our name and stead and to perform the following acts:

1. To represent our company before and all government and private client/agencies in the Philippines in the recruitment, hiring and placement of Filipino contract workers for overseas employment;
2. To enter into any and all contracts with any person, corporation, institution in the recruitment, hiring and placement of Filipino contract workers for overseas employment;
3. To sign, authenticate and deliver all documents necessary to complete any transaction related to such recruiting and hiring, including making the necessary steps to facilitate the departure of the recruited workers;
4. To bring suit, defend and enter into compromises in our name and stead in litigation brought for or against us (or our company) in all matters involving the employment of the Filipino contract workers for our company;
5. To assume jointly and solidarity with the undersigned (our company) any liability that may arise in connection with the worker's recruitment and/or implementation of the employment contract and other terms and conditions of the appointment as defined and spelled out in the attached agreement which we have previously executed.

HEREBY GRANTING unto our said representative full power and authority to execute or perform whatever requisite only for the mission of recruiting, hiring and replacing of Filipino contract workers for overseas employment as we might or lawfully do if personally present with, and confirming all that our said legal representative or his/her substitute shall lawfully do our cause to be done under and by virtue of these presents.

IN WITNESS WHEREOF, we have hereunto affixed our signature.

This ____ day of _____ 2025, Doha, State of Qatar.

(*name of president/ manager of agency*)
(*name of Philippine agency*)

(*name of sponsor/ employer authorized signatory*)
(*name of company*)