

RECRUITMENT AGREEMENT

BETWEEN

BUILDING BETTER LIVES MANPOWER SERVICES

(Name of Company/Philippine Representative)

And

(Name of Foreign Principal)

This Recruitment Agreement entered into by and between **BUILDING BETTER LIVES MANPOWER SERVICES INTERNATIONAL, INC.** with office address at **Mezzanine Floor, FILBEN Bldg, 779 J. P. Rizal St. Poblacion, Makati City 1210 Philippines**, represented by its Proprietor, **MR. BERNARD B. LOPEZ**, hereinafter referred to as Legal Representative and _____ with office address at _____, represented by its Managing Director/Gen. Manager, _____, hereinafter referred to as the 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 **BUILDING BETTER LIVES MANPOWER SERVICES INTERNATIONAL, INC.** for the purpose of pre-selecting, recruiting, processing and documenting Filipino workers hired through the said legal representative for its operation in **(Country.)** 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 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, facilitation 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.
- 1.4 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.

1.5 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 workers 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 regulations of Department of Labor and Employment, the pertinent provisions of which are attached and shall form an integral part of this agreement.

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

2.0 FEES AND TERMS OF PAYMENT

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

3.0 TRAVEL ARRANGEMENT

- 3.1 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 the workers. The employer shall also pay the worker's compulsory insurance coverage amounting to US\$144.

4.0 EMPLOYMENT

- 4.1 The recruits shall take up employment under the Master Contract of Employment (MEC) herein attached as Annex "B" and under the wage schedule as attached, which forms an integral part of this Agreement, which are subject to approval by the Department of Labor and Employment.
- 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 pay-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 matter involving the recruitment and hiring of Filipino workers for its overseas project.

By 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 officers/agencies in the Philippines.
- 5.2. To enter into any and all contracts with any persons, corporations, institutions or entity in a joint venture or as partner in the recruitment, hiring and placement of Filipino contract worker's 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 any compromise for and in 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 solitarily 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.

6.0 RESPONSIBILITIES OF THE EMPLOYER

- 6.1. 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.
- 6.2. 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 failed 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 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 and the worker elects to cancel the said employment contract, the Employer shall pay the Employee 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.

- 6.3 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 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 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 letter, the nearest Philippines Attaché of Embassy/Consulate.

In all cases, the Employer shall ensure that the benefits due to the Employee 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 worker, all effort shall be made to settle them amicable. 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.
- 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 the employer shall insure that such obligations shall be undertaken without duress or recrimination.
- 7.3 In case of disputes involving this Recruitment Agreement, the parties thereto must attempt to resolve them amicable. 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 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.

9.0 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.

10.0 GOVERNING LAW

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

IN WITNESS WHEREOF, we have hereunto set our hands, this _____ day of _____, 2011, Makati City, Philippines.

BY:

BY:

**MR. BERNARD B. LOPEZ
BUILDING BETTER LIVES
MANPOWER SERVICES INT'L, INC.**

(Name of Legal Representative)

(Foreign Principal)

PRESIDENT/Chairman of the Board

(Designation)

(Designation)