



Toronto

RECRUITMENT AGREEMENT

BETWEEN

(Philippine Legal Representative)

and

(FPA)

This Recruitment Agreement entered into by and between (Philippine Legal Representative) _____ with office address at _____, represented by its PRESIDENT/MANAGER/OWNER _____, hereinafter referred to as Legal Representative and (FOREIGN PLACEMENT AGENCY) _____ with office address at _____, Canada, represented by its COO / Recruitment Partner (Name of Representative) hereinafter referred to as the FPA, set forth the following purposes, terms and stipulations:

1.0 GENERAL PROVISIONS

- 1.1 The FPA shall utilize facilities and services of _____ for the purpose of pre-selecting, recruiting, processing and documenting Filipino workers hired through the said legal representative for its operation in Trinidad and Tobago.
- 1.2 The Legal Representatives 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 or personnel for employment and that *selection shall satisfy the requirements of the employer for all intents and purposes.*

2.0 FEES AND TERMS OF PAYMENT

- 2.1 That the FPA shall pay to the Legal Representative the agreed service fee per successfully deployed candidate to cover for the recruitment, processing, and documentation costs and expenses. The Service Fee is payable upon deployment of the candidates to Canada.



Toronto

3.0 TRAVEL ARRANGEMENT

The FPA 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 Applicants.

4.0 EMPLOYMENT CONTRACT

4.1 The Applicants shall take up employment under the terms and conditions of the Master Employment Contract (MEC) approved by POEA. Refer to attached as Annex "A". Said Employment Contract is subject to the approval of Philippine Overseas Employment Administration (POEA).

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 pay-scale and practices.

5.0 REMITTANCE

5.1 That the FPA shall assist the employee in the regular remittance from his monthly basic salary to his designated beneficiaries in the Philippines through normal banking channels.

6.0 RESPONSIBILITIES OF THE EMPLOYER/ FOREIGN PRINCIPAL

6.1 The FPA will exert all possible efforts to enhance the welfare and protect the rights of Filipino Applicants hired under this Agreement in accordance with the laws of the Philippines, his/her 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. Except for reasons caused by the fault of the Employer / Foreign Principal, force majeure or flight delay, the Employer / Foreign Principal / FPA shall transport the candidates to the worksite within thirty (30) calendar days from the date of scheduled departure as specified by the Employer / Foreign Principal and the Rules and Regulations Governing the Employment of the Filipinos as Overseas hired candidates before the Philippine Ministry of labor and Employment. Should the Employer / Foreign Principal /



FPA shall not be reimbursed the amount he paid to Legal Representative in corresponding processing fee.

6.2 That the Employer / FPA shall inform the POEA of employee's termination for cause, death, or serious accident.

7.0 SETTLEMENT OF DISPUTES

7.1 All disputes arising from the Employment candidate shall be settled as per CANADIAN LAW amicable through negotiations with the participation of POEA representative of the Philippine Labour Attache / 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.

8.0 TERMINATION

8.1 This Recruitment Agreement shall be in effect for a period of one (1) year from the date appearing herein below unless terminated by either party with prior thirty (30) days prior written notice. Unless, either party normal notifies the other of its termination, this agreement shall be automatically extended for another year.

IN WITNESS WHEREOF, we have hereunto set out hands this ____ day of _____, 2017 at _____.

By: LEGAL REPRESENTATIVE:

FPA:

PRESIDENT / CEO
(Philippine Agency)

COO / Recruiting Partner
(Foreign Placement Agency)