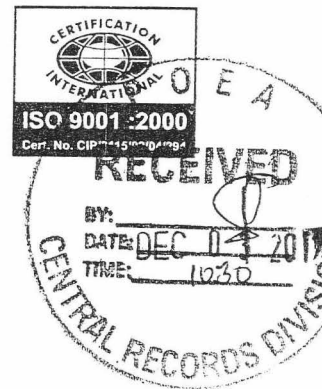




**Philippine
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MEMORANDUM CIRCULAR NO. 13
Series of 2012

TO: ALL CONCERNED

Subject: Model Recruitment Agreement Between Saudi Recruitment Agencies (SRA) and Philippine Recruitment Agencies (PRA) Hiring Filipino Household Service Workers (HSW) for Saudi Arabia

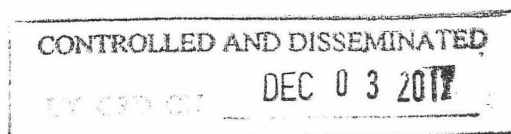
Further to POEA Memorandum Circular No. 08, Series of 2012, on the guidelines on the POLO accreditation and POEA Registration of SRA hiring Filipino HSWs for Saudi Arabia, a POEA-prescribed model / standard Recruitment Agreement (RA) between the SRA and the PRA is hereby adopted.

The POEA-prescribed model / standard Recruitment Agreement (copy attached), which contains the provisions required by the POEA, is one of the documentary requirements for POLO verification and issuance of Certificate of Accreditation.

This Memorandum Circular shall take effect fifteen (15) days after publication in a newspaper of general circulation and filing with the Office of the National Administrative Register.


HANS LEO J. CACDAC
Administrator

25 November 2012



RECRUITMENT AGREEMENT
BETWEEN
(Name of Saudi Recruitment Agency (SRA))
and
(Name of Philippine Recruitment Agency (PRA))

This Recruitment Agreement entered into by and between (name of SRA / office address) represented by _____, hereinafter referred to as the Principal, and (name of PRA / office address), represented by its President _____, hereinafter referred to as the Agent; and set forth the following terms and stipulations:

1. GENERAL PROVISIONS

- 1.1 The Principal shall utilize the facilities and services of the Agent for advertising, recruiting, pre-selecting, processing and documenting Filipino Household Service Workers (HSWs) it will hire for the manpower requirements of its clients in Saudi Arabia. It shall also avail of such services and facilities for the rehiring of the HSWs, as appropriate.
- 1.2 As may be agreed upon by the Parties, the Principal shall have the full authority in the final selection and approval of candidates for hiring and employment. Each selected HSW shall be deemed qualified to meet the standard qualification requirements of the Principal in accordance with the criteria of its client/s for all intent and purposes.

2. RESPONSIBILITIES OF THE AGENT

- 2.1 The services of the Agent shall include, but not limited to, advertisement of vacancies, evaluation and verification of employment credentials of the candidates, interview, pre-selection and referral of candidates to DOH-accredited medical clinics for medical examination, referral of candidates to TESDA for the mandatory HSW skills certification (NCII), referral to OWWA for the mandatory Consolidated Pre-departure Orientation Seminar (PDOS), POEA processing, documentation, facilitating documentation for travel including airline booking, security and police clearance, passports, etc.
- 2.2 The Agent shall make available to the Principal, pre-screened and pre-qualified applicants.
- 2.3 The Agent shall also provide facilities and services for the processing and documentation of rehired or returning HSW for the Principal under such terms and conditions as may be agreed upon by the Parties.

3. FEES CHARGEABLE TO PRINCIPAL

3.1 SERVICE FEE AND MOBILIZATION COSTS

The Principal shall pay the Agent a service fee of _____ for every hired and deployed HSW. In addition, the Principal shall pay the Agent mobilization expenses in the amount of _____ to cover recruitment related expenses. In no case shall the Principal deduct from the salary of the HSW any amount it incurred in relation to his/her recruitment.

3.2 DOCUMENTATION FEE

The Principal shall pay the Agent actual documentation and processing fee equivalent to USD _____ for each HSW contracted. This amount shall be inclusive of POEA processing fee, OWWA membership fee, and the mandatory insurance premium. In no case shall the Principal deduct directly or indirectly from the salary of the HSW or pass on to him/her any amount it incurred in relation to the worker's documentation. It is understood that no other fees in whatever form, manner or purpose shall likewise be imposed upon the HSW by the Agent, Principal or its employer.

4. VISA AND TRAVEL EXPENSES

The Principal shall be solely responsible for and bear the expenses in securing the entry visa, Iqama / work permit for each selected and hired HSW, including their airfare from the point of hire to the designated workplace in Saudi Arabia. The Principal shall also secure exit clearance and return ticket for the HSW from Saudi Arabia to Manila upon the termination or completion of the employment contract or in such other circumstances requiring the repatriation of the HSW as stipulated in the employment contract.

5. EMPLOYMENT CONTRACT

The Principal shall comply strictly with his obligations as provided in the Standard Employment Contract (SEC) for Filipino HSWs adopted and agreed upon by the Philippine and Saudi governments and ensure the compliance thereto by its employers. It shall be the obligation of the Principal to orient the hiring employers of the terms and conditions of the standard employment contract and their liabilities in case of non-compliance.

6. AUTHORITY, JOINT AND SEVERAL LIABILITY

The Principal authorizes the Philippine Recruitment Agency as its agent and representative in the Philippines to transact for and on its behalf in all matters involving the recruitment, hiring and deployment of Filipino HSWs for its clients in Saudi Arabia. By virtue of said Authority, the Principal grants the following powers to the Agent:

- 6.1 To represent the Principal before any and all government and private offices / agencies in the Philippines on matters pertaining to the recruitment, hiring and employment of Filipino HSWs in Saudi Arabia;
- 6.2 To enter into any and all contracts with any person, corporation, institution or entity pertaining to the recruitment and placement of Filipino HSWs requested by the Principal;
- 6.3 To sign, authenticate and deliver all documents necessary for the completion of any and all transactions related to such recruitment and hiring, including making necessary steps to facilitate the departure of the recruited HSWs in accordance with the applicable laws of the Philippines; and
- 6.4 To bring suit, defend and enter into any compromise for and on behalf of the Principal in litigations involving the hiring and employment of the Filipino HSWs by the Principal.

7. JOINT AND SEVERAL LIABILITY OF THE PRINCIPAL AND THE AGENT

The Principal shall be jointly and severally liable with the Agent on matters pertaining to the recruitment, hiring and deployment of the Filipino HSWs, including the full implementation of the SEC.

8. JOINT RESPONSIBILITY OF SRA AND EMPLOYER

- 8.1 The Principal and the employer shall jointly exert all possible efforts to promote and enhance the welfare and protect the rights of Filipino HSWs selected and hired under this Agreement in accordance with the laws of the Philippines and Saudi Arabia, and international covenants on expatriate employment, and in accordance further with the best possible treatment available and extended to other workers at the workplace.

8.2 In case of termination of the HSW's employment for cause or as a result of death or serious injury, the Principal and employer shall immediately inform the Philippine Embassy / POLO nearest the site of employment, the Agent and the next of kin of the HSW of such incident. In case of death of the HSW, the Principal and the employer shall facilitate the immediate repatriation of his/her remains and personal belongings and shall bear the expenses for such repatriation, or if repatriation is not possible under certain circumstances, the proper disposition thereof upon previous arrangement with the HSW's next of kin, or in the absence of the latter, the nearest Philippine Embassy / POLO.

In all cases, the Principal and the employer shall ensure that the benefits due the HSW shall be made available to him/her or to his/her legal beneficiaries in case of death, within the shortest time possible.

9. SETTLEMENT OF DISPUTES

In case of disputes involving this Recruitment Agreement, the parties hereto must exert all efforts to resolve them amicably. If efforts toward amicable settlement fail, the dispute shall then be referred to the respective Chief Executive Officers of the Parties for final resolution. If settlement efforts still fail at that level, the dispute may be elevated by either Party to the proper court.

10. TERMINATION OF AGREEMENT

This Recruitment Agreement shall be in effect for a minimum period of _____ years from the date appearing herein below unless sooner terminated by either party after thirty (30) days 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 selected and hired HSW and his/her rights under this Agreement must be recognized and terms and conditions of the contract of employment shall be strictly adhered to and complied with.

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

SRA

PRA