**RECRUITMENT AGREEMENT**

Between

**COMPANY NAME** with business address at **COMPANY ADDRESS IN KINGDOM OF SAUDI ARABIA** Represented by **OWNER NAME/AUTHORIZE REPRESENTATIVE** herein after referred to as employer/principal

And

**ARAM ENTERPRISES INC.**  with office addresses at **7TH FLOOR FEMS TOWER 1289 ZOBEL ROXAS STREET CORNER OSMENA HIGHWAY MALATE MANILA** Represented by **ALFREDO VARGAS III** herein after referred to as legal representative.

**TERMS AND CONDITIONS:**

**1.1** The employer/Foreign / principal shall utilize facilities and services of legal representative for the purpose of pre-selecting, recruiting processing, and documenting Filipino Workers hired through the said legal representative operation in accordance to the agreement. It shall also avail of such services and facilities for the re-hiring of workers as appropriate.

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1.2 The legal representative shall make available to the employer presented applicants as requisitioned. As may be agreed upon by the parties the employer for employment and that selection shall satisfy the requirements of the employer for all intents and purposes.

1.3 The services of the said representative shall include but are not limited to the medical examination, processing documentation, mandatory briefing orientation on the working and living conditions at the country of employment, facilitation documentation from travel like security and police clearance, passports etc. the representative shall also when authorized in writing by the principal, sign the individual employment agreement that 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 that maybe agreed upon by both parties.

1.5 Fees against workers:

(optional not applicable to the principal companies adhering to a policy of charging any fees against the workers) as maybe appropriate and agreed upon by the parties as an individual clause on fees against workers may be incorporated to read as follows: “the principal approves and fully concurs with the rules and regulations of the ministry of the Labor and Employment. The partners 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 workers by the agency. All payments made by the workers shall be covered by appropriate receipts.

**2.0 Fees and Terms of Payments:**

The employer shall pay the legal representative the sum of US$ \_\_\_\_\_\_\_\_ per selected worker as minimum mobilization fee (MMF) for the pre selection and processing in accordance with the rules and regulations issued by the ministry of Labor & Employment. Such payments shall not, in any manner, be leaved on the accepted applicants by either the representative or the principal.

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2.2 A service fee of US$ \_\_\_\_\_\_\_\_\_\_\_ for per selected workers and per rehired shall also be paid the representative.

**3.0 Travel Agreement.**

3.1The Employer shall solely be responsible for, and bear the expenses of securing of entry visa or work permits of accepted workers and their ticketing including the payment of travel tax except when it shall upon payments of the coat request its legal representative to arrange for the travel of the workers.

**4.0 Employment Contract**

4.1 The recruit shall take up employment under the master employment contract (MEC) herein attached as Annex “B” under the wage as attached which form an integral part of this agreement, which are subject to approval by the Ministry Labor and Employment.

4.2 The case of renewal of employment Contract between the Employer and the same employee may be settled to reasonable adjustment in salary and benefits in accordance with the company’s pay scale and practices.

**5.0 Authority joint and solidarity liability of legal representative:**

The employer/foreign principal authorized the legal representative as it exclusive agent and sale recruitment and hiring of Filipino workers for its overseas projects. By virtue of said authority the legal representative is granted following power and obligations.

5.1 To enter into any and all contracts with any person, corporation, institution or entity in a joint venture or a partner in the recruitment hiring and placement of Filipino Contract workers for Overseas Employment.

5.2 To sign, authenticates and deliver all documents necessary to complete any transactions related to such recruitment and hiring including making necessary steps to facilities the departure of the recruited workers in accordance with in accordance with the labor code as amended and its rules and regulation.

5.3 To bring suit, defend and enter into any compromise for and in behalf of the employer/principal in litigation’s involving the hiring and employment of Filipino Contract.

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

**6.0 Remittance of Foreign Exchange earning**

The employer and his legal representative shall undertake the remittance of at least \_\_\_\_\_\_ percent of the workers monthly basic salary to his Delegated beneficiary in the Philippines through normal banking channels as mandated by Central Bank Circular No. 364 and rules V Sec 14th of rules and regulations. Implementing the Labor Code as amended. The employer and its representative shall provide the necessary facilities to affect such remittance in the easiest and most effective way possible and assists in the monitoring of workers 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 assumes payment thereof upon orders of the ministry in case of failure unnecessary/unexplained delay in the remittance of the salary intended for his duly designated beneficiary.

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**7.0 Responsibilities of the employer**

7.1 The employer will exert all possible efforts to enhance the welfare and protect rights of Filipino worker hired this Agreement in accordance with laws of the Philippines his country of domicile covenants

 On expatriate employment and accordance further with the best possible treatment already extended to other workers at its work sites.

7.2 Except for reason caused by the fault of the employer, force or flight delay, the employment shall transport the workers to the workers worksite within (30) days from the date of scheduled Departure as specified by Employer upon filing 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 delayed payment made under these provisions will be made to the worker through the employer’s legal representative or the legal government agency appropriate authorities. In this case the employer shall not be reimbursed the amount he paid to his legal representative and processing fees.

7.3 In the case of death of employee, the employer shall bear the expenses for repatriation of remains of employee and his personal properties to his relatives in the Philippines or if it repatriate is not under certain circumstances the proper disposition thereof upon previous arrangements with the workers next if kin or in the absence of the later, the nearest Philippines labor attached or embassy/consulate. In all cases the employer shall be made available to him or his beneficiaries within the shortest time possible.

**8.0 Settle of Disputes:**

8.1 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.

8.2 In case the amicable settlement fails, the matters shall be submitted competent or appropriate body in the country of employment during the process of settlements or choice or recrimination.

8.3 In case of disputes involving this recruitment agreement the parties thereof must attempt to resolve them amicably. If the efforts fail them to disputes shall be referred to international chamber.

**9.0 Termination of Agreement:**

9.1 This recruitment agreement shall be in effect for **FOUR (4) YEARS** from the date appearing herein below unless sooner determined by the other party after (30) day’s prior written notice. In case the responsibilities of the parties shall be in the effects up to the completion of the last employment contract signed with a recruited under this agreement must be recognized and terms and conditions of the contract of employment strictly adhered to complied with. Unless either party so notified the other of its termination this agreement shall automatically extended or renewed for another year.

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**10.0 Language agreement:**

This agreement is written in both English and official language of the Country of employment and both copies shall be deemed binding on the parties.

**11.0 Governing Law:**

This contract shall be the Law between parties and shall be interposed in accordance with the Laws of the Philippines but no to the exclusions of and prejudice to the laws of the Country of employment, international law covenant said practice. In witness whereof we have hereunto set our hands this \_\_\_\_\_\_\_\_\_\_\_\_2023 in \_\_\_\_\_\_\_\_, KSA.

 SIGNATURE

OWNER/AUTHORIZED REPRESENTATIVE

 **COMPANY NAME**

**ALFREDO VARGAS III**

President

 **Aram Enterprises Inc.**