**COMPANY LETTERHEAD**

**RECRUITMENT AGREEMENT**

**BETWEEN**

**COMPANY NAME**

**And**

**ARAM ENTERRISES, INC.**

This Recruitment Agreement entered into by and between **COMPANY NAME**

with office address at **at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Kingdom Saudi Arabia** represented by **Owner or Authorized Representative** , hereinafter referred to as the Principal, and **ARAM ENTERRISES, INC.**

represented by its President **MR. ALFREDO M. VARGAS III,** hereinafter referred to as the Agent; and set forth the following terms and stipulations:

1. GENERAL PROVISIONS:

1.1 The Employer/Foreign Principal shall utilize facilities and services of **ARAM ENTERRISES, INC.** for the purpose of pre-selecting, recruiting, processing, and documenting Filipino workers hired through the said legal representative for its operation in Saudi Arabia. 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 maybe agreed upon by the parties, the Employer shall have the final authority on the selection in Manila of personnel 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 not limited to, medical examination, processing documentation, mandatory briefing/orientation on the working and living conditions at the country of employment, facilitating, documentation for travel like security and police clearance, passports, etc. The representative shall also, when authorized in writing by the Principal, sign the individual employment Agreements 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 maybe agreed upon by the parties.

 1.5. FEES AGAINTS WORKERS

(OPTIONAL – NOT APPLICABLE TO PRINCIPAL / COMPANIES ADHERING TO A POLICY OF NOT CHARGING ANY FEES AGAINTS THE WORKERS)

As maybe 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 Ministry of Labor and Employment. The pertinent provisions of which are attached and shall form an integral part of this agreement.

2. FEES AND TERMS OF PAYMENT:

 2.1. The Employer shall pay to the Legal Representative in the following cases:

2.1.1.: The Employer will pay a onetime Fee of \_\_\_\_per worker (agency fee US$ \_\_\_, Mandatory Insurance US$ \_\_\_ per worker and Processing Fee of US$ \_\_\_\_per worker)

 2.1.2.: Ticket is at the expense of the Employer or can be included in the bill.

2.2. The Employer shall pay all the above Fees in Full after visa had been stamped and Invoice had been sent thru email or before departure of the workers.

3. 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 payment of Mandatory Insurances as newly required by POEA (Philippine Overseas Employment Administration) & travel tax except when it shall, upon payments of the coat, request its legal representative to arrange for the travel to the workers.

4. 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 Ministry 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’s pay scale and practices.

5. AUTHORITY JOINT AND SOLIDARY LIABILITY OF LEGAL REPRESENTATIVE

5.1. The Employer/Foreign Principal authorizes the legal representative as its exclusive agent and sole representative in all matters involving the recruitment and hiring of Filipino workers for its overseas projects.

By Virtue of said authority, the legal Representative is granted the following powers and obligations:

5.2. To represent the Employer/Principal before any and all government and Private offices/agencies in the Philippines.

5.3. To enter into any and all contracts with any persons, corporation, institutions or entity in a joint venture or as partner in the recruitment, hiring and placement of Filipino contract workers for overseas employment

5.4. 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.

5.5. 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 the said Principal.

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

6. REMITTANCE OF FOREIGN EXCHANGE EARNINGS:

6.1. The Employer and his Legal Representative shall undertake the remittance of at least 70% percent of the workers month basic salary to his designated beneficiary in the Philippines through normal banking channels as mandated by Central Bank Circular no. 364 and Rule V, Section 14 (a) of the Rules and Regulations. Implementing the Labor Code as amended. The Employer and its Legal Representative shall provide the necessary facilities to affect such remittance in the easiest and most effective way possible and assist in the monitoring of the 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 assume payment thereof upon orders of the Ministry in case of failure or unnecessary/unexplained delay in the remittance of that portion of the salary intended for his duly designated beneficiary.

7. RESPONSIBILITIES OF THE EMPLOYER:

7.1. 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.

7.2. Except for reason 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 fail to do so for no valid or justifiable reasons, he shall pay the worker reasonable compensation as maybe 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 Employee an additional amount of compensation as may be determined by the Employer shall not be reimbursed the 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.

7.3. In case of termination of the worker’s employment for cause or as 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 latter, the nearest Philippine Labor Attaché or Embassy/Consulate.

In all cases, the Employer shall insure that the benefits due Employee shall be made available to him or his beneficiaries within the shortest time possible.

8. SETTLEMENT OF DISPUTES

8.1. In case of dispute 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, such negotiations shall be undertaken in cooperation and with participation of the Philippine Labor Attaché/Embassy/Consulate nearest the site of employment.

8.2 In case of the amicable settlement fails, the matter shall be submitted to the competent pr appropriate body in the country of employment. During the process of settlement or while the case is pending, worker shall endeavour to fulfil his contractual obligations and the employer shall insure that such obligation shall be undertaken without duress or recrimination.

8.3 In case of disputes involving this 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 administrative bodies/courts where the parties agree to have the disputes settled.

9. TERMINATION OF AGREEMENT

9.1 This Recruitment Agreement shall be in effect for a minimum period of four (4) 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 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.

10. 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.

11. GOVERNING LAW

This contract shall be the law between parties and shall be interpreted in accordance with 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 out hands, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_ 2022 at Manila Philippines.

SIGNATURE

**ARAM ENTERPRISES INC. OWNER/AUTHORIZED REPRESENTATIVE NAME**

**ALFREDO VARGAS III POSITION/DESGINATION**