

1. Letter Request addressed to the Labor Attaché of Philippine Overseas Labor Office (POLO) requesting for verification of the documents
2. Information Sheet (form provided, please fill-up completely)
3. Hong Kong ID of the Employer (or the authorized signatory of the company) (3 photocopies)
4. **Special Power of Attorney** (notarized; 1 original and 2 photocopies)  
*\*Download sample form at: <http://www.poea.gov.ph/agency/spa2.pdf>*
5. **Recruitment Agreement** (notarized; 1 original and 2 photocopies)  
*\*Download sample form at: [http://www.poea.gov.ph/agency/recr\\_agreement.pdf](http://www.poea.gov.ph/agency/recr_agreement.pdf)*
6. **Business Registration\*** of the Company (3 photocopies)  
*\*in case the principal is a foreign placement agency, submit **License** to operate an agency issued by Hong Kong Labour Department (3 photocopies)*
7. **Sample Standard Employment Contract for Various Skills** from POEA (3 copies)\* (**Notarized; 1 original & 2 photocopies**)  
*\*Download sample form at: [http://www.poea.gov.ph/ofw/sec\\_various\\_new.pdf](http://www.poea.gov.ph/ofw/sec_various_new.pdf)*
8. **Job Order Request\*** addressed to the Philippine Agency (1 original and 2 photocopies)  
*\*in case the principal is a foreign placement agency, submit **Job Order Request of the Direct Employer** addressed to the foreign placement agency (1 original, 2 photocopies)*  
*\*Download sample form at: <http://www.poes.gov.ph/agency/joborder.pdf>*
9. **Approved Quota** from the Hong Kong Immigration or **approved visa** of the employees (1 photocopy)
10. **POEA License** of the Philippine agency  
With original certified-true-copy chop of POEA
11. **Certificate of Incorporation** of Hong Kong Company (1 photocopy)

**Requirements for  
COMPANY hiring SKILLED WORKERS  
thru PHILIPPINE AGENCY**

**HONG KONG PRINCIPAL**

**NAME OF THE  
COMPANY/ AGENCY:  
ADDRESS:**

**TELEPHONE NUMBER:**

**FAX NUMBER:**

**E-MAIL ADDRESS:**

**NATURE OF BUSINESS:**

**NAME OF AUTHORIZED  
REPRESENTATIVE:**

**POSITION:**

**CONTACT NUMBER:**

**PHILIPPINE PARTNER**

**NAME OF COMPANY/  
AGENCY:  
ADDRESS:**

**TELEPHONE NUMBER:**

**FAX NUMBER:**

**E-MAIL ADDRESS:**

**NATURE OF BUSINESS:**

**NAME OF AUTHORIZED  
REPRESENTATIVE:**

**POSITION:**

**CONTACT NUMBER:**

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, \_\_\_\_\_, of legal age, with office address at \_\_\_\_\_ in my capacity as President of \_\_\_\_\_ do hereby appoint, name and constitute \_\_\_\_\_ represented in this act by \_\_\_\_\_, likewise of legal age, Filipino, (President/Proprietor/Proprietress/General Manager) of \_\_\_\_\_ with its office address at \_\_\_\_\_, PHILIPPINES, as our true and legal representative to act for in our name and stead and only with prior written consent to perform the following acts:

1. To represent our company before any and all government and private offices/agencies in the Philippines;
2. To enter into any and all contracts with any person, corporation, institution or entity in a joint venture or as partner in the recruitment, hiring and placement of Filipino contract workers for overseas employment;
3. To sign, authenticate and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making the necessary steps to facilitate the departure of the recruited workers;
4. To bring suit, defend and enter into compromises in my name and stead in litigations brought for or against us (or our company) in all matters involving the employment of the Filipino contract workers for myself (our company);
5. To assume jointly and severally with the undersigned (our company) any liability that may arise in connection with the worker's recruitment and/or implementation of the employment contract and other terms and conditions of the appointment as defined and spelled out in the attached agreement, which we have previously executed.

HEREBY GRANTING unto \_\_\_\_\_ my (our) said legal representative in the Philippines full power and authority to execute or perform whatsoever requisite or proper to be done in about the promises as fully to all intents and purposes as I might or could lawfully do if personally present, with power of substitution and revocation and hereby ratifying and confirming all intents and purposes as I might or could lawfully do if personally present, with power of substitution and revocation and hereby ratifying and confirming all that my (our) said legal representative, \_\_\_\_\_ or his substitute shall lawfully do or cause to be done under and by virtue of these presents.

Name & Signature  
Passport No.  
Date Issued:

**RECRUITMENT AGREEMENT  
BETWEEN**

\_\_\_\_\_  
(Name of Company/Philippine Representative)

And

\_\_\_\_\_  
(Name of Foreign Principal)

This Recruitment Agreement entered into by and between \_\_\_\_\_  
with office address at \_\_\_\_\_

Represented by its President/General Manager/Proprietor \_\_\_\_\_

hereinafter referred to as Legal Representative and \_\_\_\_\_

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 \_\_\_\_\_ for the purpose of pre-selecting, recruiting, processing and documenting Filipino workers hired through the said legal representative for its operation in \_\_\_\_\_. 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 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 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 the Department of Labor and Employment. The pertinent provisions of which are attached and shall form part of this agreement."

It is understood that no other fees in whatever form, manner or purpose shall be imposed upon the worker by the agency. All payments made by 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.

2.2 A service fee of \_\_\_\_\_ per selected worker and \_\_\_\_\_ per rehires shall also be paid by the representative.

## 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.

## 4.0 EMPLOYMENT

4.1 The recruits shall take up employment under the master contract of employment herein attached as Annex "B" and under the wage schedule as attached, which form 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's 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 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:

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

5.2 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.

5.3 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 suite, 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 Principals.

5.5 To assume jointly and solidarily 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 REMITTANCE OF FOREIGN EXCHANGE EARNINGS

6.1 The Employer and his Legal Representative shall undertake the remittance of at least \_\_\_\_ percent of the worker's monthly salary to his designated beneficiaries in the Philippines through the normal banking channels as mandated by Central Bank Circular No. 361 and Rule V, Section 14 (b) of the Rules and Regulations Implementing the Labor Code, as amended. The Employer and its Legal Representative shall provide the necessary facilities to effect such remittance in the easiest and most effective way possible and assist in the monitoring of the worker's 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.

#### 7.0 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 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 had 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 or 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.

7.3 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 Attache 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 Attache or Embassy / Consulate.

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

## EMPLOYMENT CONTRACT FOR VARIOUS SKILLS

This Employment contract is executed and entered into by and between:

- A. Employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
P.O. Box No.: \_\_\_\_\_ Tel. No.: \_\_\_\_\_
- B. Represented in the Philippines by;  
Name of Agent/ Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
and
- C. Employee: \_\_\_\_\_  
Civil Status: \_\_\_\_\_ Passport No.: \_\_\_\_\_  
Date & Place of Issue: \_\_\_\_\_  
Address: \_\_\_\_\_

Voluntarily binding themselves to the following terms and conditions:

1. Site of Employment \_\_\_\_\_
2. Contract Duration \_\_\_\_\_ commencing from the employee's departure from the point of origin to the site of employment.
3. Employee's Position \_\_\_\_\_
4. Basic Monthly Salary \_\_\_\_\_
5. Regular Working Hours: Maximum of 8 hours per day, six days per week.
6. Overtime Pay:
  - a. For work over regular working hours: \_\_\_\_\_
  - b. For work on designated rest days & holidays: \_\_\_\_\_
7. Leave with Full Pay:
  - a. Vacation Leave: \_\_\_\_\_
  - b. Sick Leave: \_\_\_\_\_
8. Free transportation to the site of employment and in the following cases, free return transportation to the point of origin: a. expiration of the contract; b. termination of the contract by the employer without just cause; c. if the employee is unable to continue to work due to work connected or work aggravated injury of illness; d. force of majeure; and e. in such other cases when contract of employment is terminated through no fault of the employee.
9. Free food or compensatory allowance of US\$ \_\_\_\_\_, free suitable housing.
10. Free emergency medical and dental services and facilities including medicine.
11. Personal life accident insurance in accordance with host government and/ or Philippine government laws without cost to the worker. In addition, for areas declared by the Philippine government as war risk areas, a war risk area insurance of not less than P100,000 shall be provided by the employer at no cost to the worker.

12. In the event of death of the employee during the terms of this agreement, his remains and personal belongings shall be repatriated to the Philippines at the expense of the employer. In the case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the employee's next kin and/ or by the Philippine Embassy/ Consulate nearest the jobsite.
13. The employer shall assist the Employee in remitting a percentage of his salary through the proper Banking channel or other means authorized by law.
14. Termination:
  - a. Termination by Employer: The employer may terminate this Contract on the following just causes: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination revealing secrets of establishment, when employee violates customs, traditions, and laws of \_\_\_\_\_ and/ or terms of this Agreement. The employee shall shoulder the repatriation expenses.
  - b. Termination by Employee: The employee may terminate this Contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his representative, inhuman and unbearable treatment accorded the employee by the employer or his representative, commission of a crime/ offense by the employer or his representative. Employer shall pay the repatriation expenses back to the Philippines.
    - b.1 The employee may terminate this Contract without just cause by serving one (1) month in advance notice to the employer. The employer upon whom no such notice was served may hold the employee liable for damages. In any case, the employee shall shoulder all expenses relative to his repatriation back to his point of origin.
  - c. Termination due to Illness: Either party may terminate the contract on the ground of illness, disease or injury by the employee. The employer shall shoulder the cost of repatriation.
15. Settlement of disputes: All claims and complaints relative to the employment contract of the employee shall be settled in accordance with the Company policies, rules and regulations. In the case the employee contests the decision of the employer, the matter shall be settled amicably with the participation of the Labor Attaché or any authorized representative of the Philippine Embassy/ Consulate nearest competent or appropriate government body in host country or in the Philippines if permissible by host country laws at the option of the complaining party.
16. The employee shall observe employer's company rules and abide by the pertinent laws of the host country and respect its customs and traditions.
17. Applicable Law: Other terms and conditions of employment, which are consistent with the above provisions, shall be governed by the pertinent laws of the \_\_\_\_\_

In witness thereof, we hereby sign this contract this \_\_\_\_\_ day of \_\_\_\_\_,  
 \_\_\_\_\_ at Manila, Philippines,

\_\_\_\_\_  
 Employee

\_\_\_\_\_  
 Employer

\_\_\_\_\_  
 Philippine Representative  
 (Licensed Recruitment Agency)

\_\_\_\_\_  
 Witness

(Letterhead of the Principal)

(Date)

(Agency Representative)  
(Designation)  
(Agency Name)  
(Address)

Subject: Job Order Request

Dear \_\_\_\_\_,

Our company has an immediate need for (at least 100) Filipino workers to work in (country). Please recruit and deploy the following workers as soon as possible:

<b>Position</b>	<b>Number Needed</b>	<b>Basic Salary</b> (with US \$ conversion)
<b>Total :</b>		

Package of Benefits:

- 1.
- 2.
- 3.

Very truly yours,

(Principal Representative)  
(Designation)  
(Principal Name)