**RECRUITMENT SERVICE AGREEMENT**

Between

**JGB ASSOCIATES, INC.**

POEA License No. 185 -LB-091718-R

and

**BEIJING EMOTTE INFORMATION TECHNOLOGY CO., LTD.**

This Recruitment Service Agreement is entered into by and between:

**JGB ASSOCIATES, INC.,** a corporation duly registered and existing under the laws of the Philippines, with office address at the **Unit 603B, S&L Building, No. 1500 Roxas Boulevard, Ermita Manila, Philippines 1000** represented by its **General Manager**, **JOEL L. SICAT,** hereinafter called the **FIRST PARTY.**

and

**BEIJING EMOTTE INFORMATION TECHNOLOGY COMPANY, LTD**., with office address at **Unit 603 S & L Building, No. 1500 Roxas Boulevard, 1000 Ermita, Manila, Philippines**, herein represented byits **Designation, NAME OF AUTHORIZED REPRESENTATIVE** hereinafter called the **SECOND PARTY.**

WHEREAS, the **FIRST PARTY** offers its services in the recruitment, placement, and development of manpower, which after, has been accepted by the **SECOND PARTY.**

**NOW THEREFORE,** the following terms and stipulations are set forth:

**1. GENERAL PROVISIONS:**

* 1. This Agreement shall cover the pre-selection, recruitment, processing, documentation, hiring, termination, and other related matters of Filipino workers employed or hired by the SECOND PARTY, through the FIRST PARTY, for overseas work.
	2. TheSECOND PARTY shall engage the services of the FIRST PARTY in the selection, recruitment, placement, and hiring of Filipino workers bound for **Beijing, People’s Republic of China**. The SECOND PARTY shall make use of the services and utilize the facilities and resources of, the FIRST PARTYfor this purpose, including for processing and documentation, and whether for new hire or rehire, as appropriate. The services shall include medical examination, trade testing, processing, documentation, mandatory trainings, orientation on the working and living conditions in the country of deployment, and facilitation of travel documentations.
1. **RECRUITMENT PROCESS**
	1. The SECOND PARTY shall provide the FIRST PARTY with a request or order to supply manpower, which shall specify, as far as practicable, the following:
		1. position or title of the worker/s
		2. nature of the work and/or job description
		3. place of work
		4. number of person/s required
		5. qualifications for hiring
		6. proposed salary
		7. proposed contract duration
		8. other details deemed necessary by the FIRST PARTY
	2. Upon receipt of the request or order as referred to in the preceding paragraph, the FIRST PARTYshall provide the SECOND PARTY withpre-screened applicants. For purposes of this Agreement, pre-screening of applicants consists of preliminary selection, through document review, interview, and similar methods, based on the qualifications set forth in the manpower request or order and in line with rules and procedures of the Philippine Overseas Employment Administration (POEA) and other regulatory bodies.
	3. Unless otherwise agreed upon by both Parties, the SECOND PARTYshall have the final approval on the selection of personnel for employment, based on its assessment and/or interview vis-à-vis the requirements and qualifications. This final approval shall be considered as satisfaction of the manpower requirement of the SECOND PARTY for all intents and purposes.
	4. The FIRST PARTY shall arrange the deployment requirements of the selected applicants, which shall include medical examination, processing of government clearances and documents, facilitation of travel documents such as passports and VISAs, mandatory and recommended briefings/orientations, and others as may be reasonably required.

The SECOND PARTY shall refer the workers to competent medical practitioners or clinics for medical examination. Only those workers deemed fit to work shall be processed for employment.

* 1. Unless expressly stated otherwise by the SECOND PARTY, the FIRST PARTY is authorized to sign the individual employment agreements on behalf of the SECOND PARTY, and such agreement shall be binding for all parties.
	2. The SECOND PARTY shall provide the FIRST PARTY with the details of the authorized person or representative with whom the FIRST PARTY shall communicate directly with respect to recruitment and financial matters. Thus:
		1. RECRUITMENT MATTERS:

Full Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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* + 1. FINANCIAL MATTERS

Full Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **FEES, EXPENSES, AND PAYMENT:**
	1. The SECOND PARTY shall pay the FIRST PARTY a placement fee equivalent to one month’s salary of the worker. The SECOND PARTY, at its option, may recoup the amount from the workers, at no interest or extra cost.
	2. The SECOND PARTY shall pay all fees and charges imposed by pertinent offices, including but not limited to POEA/OWWA processing fee[[1]](#footnote-1), VISA fees where applicable[[2]](#footnote-2), mandatory insurance fee[[3]](#footnote-3), and others. In case of changes in schedule of fees, including new impositions and increases, the FIRST PARTY shall promptly notify the SECOND PARTY.
	3. The SECOND PARTY shall bear the cost of transportation, including airfare, travel taxes, transit accommodation, etc., of the hired worker from the point of hire to the point of destination/place of work, and from the place of work to the point of hire upon the expiration or termination of the contract.

In cases of war, unrest, or when the life or safety of the worker is endangered, the SECOND PARTY shall expedite the repatriation of the worker, free of charge.

* 1. The SECOND PARTY shall be responsible for and bear the expenses for securing the worker’s entry VISA and/or work permit, unless the SECOND PARTY requests the FIRST PARTY to arrange the same, subject to reimbursement of costs.
	2. The SECOND PARTY shall be responsible for the cost of advertisements authorized for publication.
	3. The FIRST PARTY may impose reasonable documentation costs against the worker, in accordance with the rules and regulations of the pertinent offices. The SECOND PARTY approves and concurs with such imposition.

No other fees in whatever form, manner, or purpose will be imposed by the FIRST PARTY against the worker. All payments made by the worker to the FIRST PARTY will be covered by corresponding documentation.

* 1. All fees and expenses shall be paid by the SECOND PARTY upon presentation of stamped VISA or permit. It is agreed that worker will be deployed only upon receipt of payment of all fees and expenses due.
1. **EMPLOYMENT**
	1. The workers shall take up employment under the SECOND PARTY’s contract of employment or Master Employment Contract,, herein attached as Annex “A”, and under the wage schedules as attached, and which forms an integral part of this Agreement, subject to approval of the pertinent Philippine authorities.
	2. In case of renewal of the employment contract between SECOND PARTYand 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.
2. **REMITTANCE OF FOREIGN EXCHANGE EARNINGS**
	1. The parties herein shall assist the worker in the remittance of his salary to his/her designated beneficiary in the Philippines, through the proper banking channels or other means authorized by law. The parties shall provide the necessary facilities to effect such remittance in the easiest and most effective way possible.
3. **AUTHORITY AND OBLIGATIONS OF THE FIRST PARTY**
	1. The SECOND PARTY recognizes the FIRST PARTY as its exclusive agent and representative in all matters involving the recruitment and hiring of Filipino workers for its overseas requirements. In this regard, the FIRST PARTY has the following powers:
		1. To represent the SECOND PARTY before any and all offices/agencies in the Philippines, whether government or private, with respect to recruitment and hiring of Filipino workers for overseas employment;
		2. To enter into contracts with persons, corporations, institutions, or entities, as joint venture or as partner in recruitment, hiring, and placement of Filipino workers for overseas employment;
		3. To sign, authenticate, and deliver documents, necessary to complete transactions related to such recruitment and hiring, including taking necessary steps to facilitate the departure of recruited workers, in accordance with Philippine law, rules, and regulations; and
		4. To bring suit, defend, and enter into compromise, in so far as for the best interests of both parties, for and on behalf of the SECOND PARTY, in litigations involving the hiring and employment of Filipino workers.
	2. The FIRST PARTY shall assume jointly and solidarily with the SECOND PARTYany liability, responsibility, or obligation that may arise in connection with the recruitment and hiring of the workers, including the full implementation of the employment contract.
4. **OBLIGATIONS OF THE SECOND PARTY**
	1. The SECOND PARTY shall exert all 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 with the best possible treatment already extended to other workers at its worksite.
	2. Except for reasons caused by the fault of the worker, or force majeure, or flight delay, the SECOND PARTY shall transport the worker to its worksite within thirty (30) days from the date of scheduled departure, as specified by the SECOND PARTY upon filing of job requisition. Should the SECOND PARTY fail to do so, for no valid or justifiable reason, he shall pay the worker reasonable compensation for every month or a fraction thereof of delay, as may be determined by the appropriate authorities. Payment under this provision will be made to the worker through the FIRST PARTY, or to the appropriate government agency, as the case may be.

Should the SECOND PARTY cancel the employment contract, or if the delay already exceeds two (2) months and the worker elects to cancel the said employment contract, the SECOND PARTY shall pay the employee an additional compensation as may be determined by the appropriate authorities. In this case, the SECOND PARTY shall not be entitled to the return or reimbursement of the processing and documentation fees it paid to the FIRST PARTY.

* 1. In case of death or serious injury of the worker, resulting in termination of the worker’s employment, the SECOND PARTY shall immediately inform the FIRST PARTY, and thereafter the Philippine Embassy / Labor Attaché nearest the site of employment and/or the Philippine Overseas Employment Administration (POEA).

In case of death of the worker, the SECOND PARTY shall bear the expenses for the repatriation of the worker’s remains and personal properties and delivery to his next-of-kin in the Philippines. If repatriation is not possible under certain circumstances, the SECOND PARTY shall bear the costs of proper disposition of the remains and personal properties, 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 SECOND PARTY shall ensure that the benefits due the worker shall be made available to him/her or his/her beneficiaries within the shortest time possible.

* 1. The SECOND PARTY shall assume jointly and solidarily with the FIRST PARTYany liability, responsibility, or obligation that may arise in connection with the recruitment and hiring of the workers, including the full implementation of the employment contract.
1. **SETTLEMENT OF DISPUTES:**
	1. In case of dispute arising from the implementation of the employment contract between the SECOND PARTY and the worker, all efforts shall be made to settle them amicably. If necessary, such negotiations shall be undertaken in cooperation and with the participation of the Philippine Labor Attaché/Embassy/Consulate nearest the site of employment.

In case amicable settlement fails, the matter shall be submitted to the competent or appropriate body in the country of employment.

During the process of settlement or while the case is pending, the worker shall endeavor to fulfill his/her contractual obligation, and the SECOND PARTY shall ensure that such obligation shall be undertaken without duress or recrimination.

* 1. In case of dispute involving this Recruitment Service Agreement, the parties must attempt to resolve them amicably. If the efforts to amicable settlement 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 dispute settled.
1. **DURATION AND TERMINATION**
	1. This Recruitment Service Agreement shall be in effect for a minimum period of one (1) year from date appearing herein below, unless sooner terminated by either party after thirty (30) days prior to written notice. Unless either party so notifies the other of the termination, this Agreement shall be automatically extended or renewed for another year.

 In any case, the responsibilities of the parties shall be in effect up to the completion or termination of the last employment contract of the worker. The rights of the worker recruited under this agreement must be recognized and upheld, and the terms and conditions of the contract of employment shall be strictly adhered to and complied with.

1. **GOVERNING LAW**
	1. This contract shall be the law between the parties and shall be interpreted in accordance with the laws of the Philippines but not to the exclusion and prejudice of the laws of the country of employment, international laws, covenants, and practices.

**IN WITNESS** THEREOF**,** we have hereunto set our hands this \_\_\_\_\_\_\_ day of **October 2018** at the City of Manila, Philippines.

FIRST PARTY: SECOND PARTY:

 **BEIJING EMOTTE INFORMATION**

**JGB ASSOCIATES, INC. TECHNOLOGY COMPANY, LTD**.

**JOEL L. SICAT NAME OF AUTHORIZED REPRESENTATIVE**General Manager Designation

 **SIGNED IN THE PRESENCE OF:**

1. USD 100.00 as of signing of this Agreement [↑](#footnote-ref-1)
2. Actual cost, as applicable [↑](#footnote-ref-2)
3. USD 144.00 as of signing of this Agreement [↑](#footnote-ref-3)