

EMBASSY OF THE PHILIPPINES
Philippine Overseas Labor Office
Baabda, Lebanon
+961-5-953-523

**REQUIREMENTS FOR THE ACCREDITATION AND REGISTRATION OF
PRINCIPALS/EMPLOYERS FOR THE HIRING OF SKILLED WORKERS**

Verification Fee: 1 Job Order/Manpower Request- \$40.00
2 or more Job Order/Manpower Request - \$120.00

A. For New Job Order

1. Job Order (JO)/Manpower Request (MR) indicating the category/position/s, number of position/s, salary per position and benefits; terms and conditions of employment and name of the designated Philippine Recruitment Agency (PRA) to be stamped/chopped by the company seal and signed by the employer/principal or his/her authorized representative;
2. Work visa allocation for the positions indicated in the JO, approved by the Ministry of Labor
3. Master Employment Contract to be stamped/chopped with the company seal/logo signed on all pages by the principal or his / her authorized representative notarized and have Apostille stamp from the Local Government Unit;
4. Recruitment Agreement stamped by the company seal and signed on all pages by the principal or his /her authorized representative;
5. Certificate of employer's undertaking;
6. Contingency Plan;
7. Copy of valid Commercial Registration and Business/Trade License (TL) of the principal issued and authenticated by the chamber of commerce or a relevant government office;
8. Company Profile indicating the number of years in operation and volume/size of current labor force;
9. Photocopy of the principal passport/valid or his/her authorized representative with signature;
10. Valid copy of valid Philippine Recruitment Agency (PRA) license; and
11. Photocopy of the PRA's representative passport.

NOTE

1. Items 1, 3, 4, 5, 6 should be in the letter head of the company
2. Item 2 and 7 should be translated to English
3. Items 1 to 11 should be in 2 copies - 1 original and 1 duplicate

B. For Additional Job Order

1. **Verification Fee:** 1 Job Order/Manpower Request- \$20.00
2 or more Job Order/Manpower Request - \$60
2. JO indicating the positions, the number of positions and salary per position
3. Visa allocation approved by the Ministry of Labor
4. Previously approved JO and deployment list of Filipinos hired

COMPANY LETTER HEAD

Date _____

Honorable BERNARD P. OLALIA
Administrator, POEA
Philippine Overseas Employment Administration
Ortigas Ave. cor EDSA
Mandaluyong City, Philippines

JOB ORDER / MANPOWER REQUEST

Our Company, _____, is authorizing the _____ (*Philippine Recruitment Agency*) to recruit the following Filipino Workers based on these basic terms and conditions:

Positions/Categories	No. of Workers	Basic Salary (in USD \$)
Total		

1. Two (2) years contract, renewable;
2. Eight (8) hours work/day; overtime pay, based on Georgia's Labor Law;
3. Accommodation to be provided by the company;
4. Transportation to be provided by the company;
5. Food allowance of _____/month and/or free food to be provided by the company;
6. Annual leave, based on Georgia's Labor Law;
7. Free air ticket from point of origin to Georgia and vice-versa after completion of 2 year contract and thereafter
8. Free medical services to be provided by the employer; and
9. Other benefits under Georgia's Labor Law.

Very truly yours,

EMPLOYER'S NAME / SIGNATURE

Company Letter Head

**MASTER EMPLOYMENT CONTRACT
FOR VARIOUS SKILLS**

This Employment Contract executed and entered into by and between:

A. Employer : _____
Address : _____
Telephone Number: _____ Fax Number: _____
Email Address : _____

and

B. Philippine Recruitment Agency: _____
Name of Legal Representative: _____
Address : _____

and

C. Name of Worker/Employee: _____
Address in the Philippines: _____
Civil Status: _____ Passport No.: _____
Date Issued: _____ Place Issued: _____

Voluntarily binding themselves to the following terms and conditions:

1. Employment Site : _____, Lebanon.
2. Contract Duration: _____commencing of employee's departure from point of origin
3. Worker's Position: _____
4. Basic Monthly Salary: USD _____
5. Regular Working Hours: maximum of 8 hours per day, six days per week with minimum of eight (8) paid holidays per year.
6. Overtime Pay:
 - a. For work over regular working hours : per Georgia's Labor Law
 - b. For work on designated rest day and holidays: per Georgia's Labor Law
7. Leave with Full Pay:
 - a. Vacation Leave : per Georgia's Labor Law
 - b. Sick Leave : per Georgia's Labor Law
8. Free transportation to the site of employment and in the following cases: a) free return transportation to the point of origin; b) expiration of the contract; c) termination of the contract by the employer without just cause; d) if the employee is unable to continue work due to connection or work aggravated injury or illness; e) force majeure; and f) in such cases when contract of employment is terminated through no fault of the employee.
9. Free food and/or compensatory allowance of USD\$ _____ and free suitable housing/accommodation.
10. Free health/medical and dental services including medicines.
11. Personal life and 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 insurance of not less than P100,000.00 shall be provided by the employer at no cost to the worker.
12. The employer shall assist the employee in remitting a percentage of his salary through the proper banking channel or other means authorized by law.

Signature of Worker

Signature of Employer

Signature of Agency Representative

13. The employee shall observe employer's company rules and abide by the pertinent laws of host country and respect its customs and traditions.
14. Termination – neither party may unilaterally cancel the contract except for legal, just and valid cause(s):
 - a. Termination by the First Party. The First Party may terminate this contract on ground of closure or cessation of the establishment/company or due to retrenchment or to prevent losses, by serving a written notice to the Second Party at least one (1) month before the intended date thereof or payment of separation/termination pay equivalent to one (1) month salary. The First Party shall bear the repatriation expenses of the Second Party. The First Party may also terminate this contract on the following causes: serious misconduct, willful disobedience of First Party's lawful order, habitual neglect of duties, absenteeism, insubordination, revealing of establishments/company's secrets and when Second Party violates the customs of Lebanon and / or terms of this agreement. The Second Party shall shoulder the repatriation expenses.
 - b. Termination by the Second Party. The Second Party may terminate this contract by serving one (1) month advance written notice to First Party. If notice is served, the Second Party shall shoulder all expenses relative to his expatriation back to his point of origin. The Second Party may also terminate this contract without serving any notice to the First Party for any of the following just causes:
 - Serious insult by the First Party or his representative.
 - Inhuman and unbearable treatment accorded the First Party or his representative.
 - Commission of crime/offense by the First Party or his representative and violation of terms conditions of the employment or his representative. The First Party shall pay the repatriation expenses back to the Philippines.
 - c. Termination due to illness. Either party may terminate the contract on the ground of illness, disease or injury suffered by the Second Party. The First Party 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 Company policies, rules and regulations. In 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 which shall endeavor to settle the issue amicably to the best interest of both parties. If dispute remains unresolved with POLO/Philippine Embassy, the same shall be referred by any of the parties to the nearest or appropriate government body of the host country for settlement.
16. The employee shall observe employer's company rules and regulations and abide by the pertinent laws of the host country and respect its customs and traditions.
17. In 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 case the repatriation of remains is not possible, the same may be disposed of upon prior approval of the employee's next of kin and/or by the Philippine Embassy.
18. Applicable Law: Other terms and conditions of employment which are consistent with the above provisions shall be governed by pertinent laws of the Republic of Georgia.

In witness thereof, we hereby sign this contract this _____ day of _____, 20____ at _____, Georgia.

Signature of Worker

Signature of Employer

Signature of Agency Representative

COMPANY LETTER HEAD

RECRUITMENT AGREEMENT

between

Company/Employer/Foreign Principal

and

Legal Representative, Philippine Recruitment Agency

This Recruitment Agreement entered into by and between _____ (Name of Company) with office address at _____ Georgia, represented by _____ its President/Manager _____, hereinafter referred to as Company/Employer/Foreign Principal and _____ (Name of Recruitment Philippine Agency) with office address at _____, Philippines, represented by its President/Manager _____, hereinafter referred to as the Legal Representative, set forth the following purposes, terms and stipulations:

1.0 GENERAL PROVISIONS:

- 1.1 The Company/Employer/Foreign Principal shall utilize facilities and services of _____ for the purpose of pre-selection, recruitment, processing and documentation of Filipino workers hired thru the said Legal Representative. 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 Company/Employer/Foreign Principal pre-screened applicants as requested per Job Order. As may be agreed upon by the parties, the Company/Employer/Foreign Principal shall have the final authority on the selection of workers;
- 1.3 The services of the said Legal Representative shall include but not limited to cause for the medical examinations of the workers, processing of employment contracts in the Philippine Overseas Employment Administration and the mandatory briefing/orientation on the working and living conditions of Lebanon like customs and traditions; security, etc.; and
- 1.4 The Legal Representative shall also provide its facilities and services for the processing, documentation of workers rehired by the Company/Employer/Foreign Principal under such terms and conditions as may be agreed upon by the parties.

Signature of PRA Representative

Signature of Employer

2.0 FEES AND TERMS OF PAYMENTS:

- 2.1 The employer shall pay the Legal Representative the sum of \$ _____ per selected worker as recruitment/placement/processing fees for the pre-selection, documentation and processing services, in accordance with the rules and regulations issued by the Philippine's Department of Labor and Employment – Philippine Overseas Employment Administration. Such payments shall not in any manner be charged to the applicants/workers by either the Legal Representative or the Company/Employer/Foreign Principal. The fee will be paid only after the Company/Employer/Foreign Principal approves the selection of the worker/s.

3.0 TRAVEL ARRANGEMENT:

- 3.1 The Company/Employer/Foreign Principal shall be solely responsible for and bear the expenses of securing work visa of accepted workers as well as their plane tickets from point of origin to Georgia, including the payment of travel tax, except when the Company/Employer/Foreign Principal upon payment of the costs, requests its Legal Representative to arrange for the travel of the workers.

4.0 EMPLOYMENT:

- 4.1 The Company/Employer/Principal and the Legal Representative shall sign the attached Master Employment Contract (MEC) which stipulates the terms and conditions of the worker's employment. The MEC shall form as an integral part of this Recruitment Agreement which is subject to the approval by the Philippine's Department of Labor and Employment – Philippine Overseas Employment Administration. There is also a "probationary period" of three (3) months; and
- 4.2 In case of renewal of Employment Contract between Company/Employer/Foreign Principal and the worker, said worker may be entitled to a 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:

- 5.1 To represent the Company/Employer/Foreign Principal before any and all government and private offices in the Philippines;
- 5.2 To enter into any and all contracts with any person, corporations, 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 transactions related to such recruitment and hiring, including making necessary steps to facilitate the departure of recruited workers in accordance with the Labor Code of the Philippines, as amended and its rules and regulations;
- 5.4 To bring suit, defend and enter into any compromises for and in behalf of the Employer/Company/Foreign Principal in litigation's involving the hiring and employment of Filipino workers; and

Signature of PRA Representative

Signature of Employer

- 5.5 To assume jointly and solidarily with the Company/Employer/Foreign Principal any liability/responsibility that may arise in connection with the recruitment/hiring/deployment of the workers, including the full implementation of the employment contract, to pay and settle claims and demand any obligations, judgments or awards to such worker by way of indemnification of reimbursement for whatever amount the Legal Representative may be forced or obliged to pay in behalf of the Company/Employer/Foreign Principal.

6.0 REMITTANCE OF EARNINGS:

- 6.1 The Company/Employer/Foreign Principal shall encourage all workers to remit at least _____ percent (___%) of his/her salary to their families in the Philippines.

7.0 RESPONSIBILITIES OF THE COMPANY/EMPLOYER/FOREIGN PRINCIPAL:

- 7.1 The Company/Employer/Foreign Principal shall 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 and Georgia, international covenants on expatriate employment and in accordance further with the possible treatment already extended to other workers at its worksite;
- 7.2 Except for the reasons caused by the fault of the employee, force majeure or flight delay, the Company/Employer/Foreign Principal shall bring the worker to the worksite in Lebanon within thirty (30) days from the date of scheduled departure as specified by the employer upon filing a 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 of delay. Payment made under these provisions shall be made to the workers through the employer's Legal Representative or to 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 selects to cancel the said employment contract, the Company/Employer/ Foreign Principal shall pay the worker an additional amount of compensation as may be determined by the appropriate authorities. In this case, the Company/Employer/Foreign Principal shall not reimburse the amount he paid to its Legal Representative for documentation and processing fees; and
- 7.3 In case of termination of worker's employment for cause or as a result of death or serious injury, the Company/Employer/Foreign Principal shall immediately inform the Philippine Overseas Labor Office – Philippine Embassy in Lebanon. In case the worker dies, the Company/Employer Foreign Principal shall immediately inform the Philippine Embassy and shall bear the attendant expenses for the repatriation of his/her remains including personal belongings to his/her relatives in the Philippines, and if repatriation is not possible under certain circumstances, samemay be dispensed with, upon prior approval of the next of kin or by the Philippine Embassy.

In all cases, the Company/Employer/Foreign Principal shall insure that the benefits due to the workers shall be made available to him/her or his/her beneficiaries within the shortest possible time.

Signature of PRA Representative

Signature of Employer

8.0 SETTLEMENT OF DISPUTES:

- 8.1 In case of dispute arising from the implementation of the employment contract between the Company/Employer/Foreign Principal 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 Overseas Labor Office, Philippine Embassy.
- 8.2 In case the amicable settlement fails, the matter shall be submitted to the competent or appropriate body in Lebanon. During the process of settlement or while the case is pending, the worker shall endeavor to fulfill his contractual obligations to the Company/Employer/Foreign Principal and the Company/Employer /Foreign Principal shall ensure that such obligations shall be undertaken without duress or recrimination; and
- 8.3 In case of dispute about 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 appropriate bodies for hearing and adjudication or to whatever bodies/courts where parties agree to have the dispute settled.

9.0 TERMINATION OF AGREEMENT:

- 9.1 This Recruitment Agreement shall be in effect for a minimum period of two (2) year from date appearing herein below unless sooner terminated by either party after thirty (30) days prior written notice. The responsibilities of the parties shall be in effect up to the completion of the last employment contract signed with a recruited worker/s and the rights of the worker/s recruited under this Agreement must be recognized and the terms and conditions of their employment contract shall be strictly adhered to be complied with. Unless either party so notifies the other of its termination, this Agreement shall be automatically extended or renewed for another year.

10.0 LANGUAGE OF AGREEMENT:

This Recruitment Agreement is written in English and in Georgian and both copies shall be deemed binding to the parties.

11.0 GOVERNING LAW:

This Recruitment Agreement shall be the governing instrument between the parties and shall be interpreted in accordance with the laws of the Philippines and Lebanon, international laws or covenants and practice.

IN WITNESS THEREOF, we have hereunto set our hands this _____ day of _____, 20____ in _____, Georgia.

Signature of PRA Representative

Signature of Employer/Company/Principal

(COMPANY LETTER HEAD)

CERTIFICATE OF UNDERTAKING

I, _____ (*name of company owner*), the owner of _____ (*name of company*) do hereby certify that all Filipino Workers to be employed in our company thru the services of _____ (*name of Philippine Recruitment Agency*) shall be paid the salaries on time and shall be provided with all rights and privileges exactly as stated in their employment contract.

For purposes of this document, the employment contract refers to the same employment contract verified by the Philippine Overseas Labor Office (POLO) - Lebanon, and as a pre-requisite to the worker's deployment.

If for any reason another contract governing the same employment is executed, all provisions of the same contract will be incorporated in the second contract.

All expenses related to this employment including but not limited to airfare, visa issuance, the medical certificate, social security and all other taxes due to the Lebanese government are to the account of the sponsor/employer. No deduction will be made from the employee's salary to cover the above-stated expenses. Neither will the employee be required to refund the sponsor/employer for the above-stated expenses upon termination of the contract for whatever reason.

This company will undertake the necessary measures to rectify any proven violation of any and all the terms and conditions of the employment contract.

(EMPLOYER'S NAME / SIGNATURE)

COMPANY PROFILE

(Confidential)

Company Name: _____ Address: _____

Business: _____

P.O. Box: _____

Tel: No.: _____ Fax: _____

Name of Sponsor: _____ ID/Passport No: _____

Government Position: _____

Business: _____

Address: _____ Tel No.: _____ Fax no.: _____

Years Business: _____ Other Business/es (if any) _____

Type [] Multi-National [] Foreign

[] Fully-local owned [] Corporation

[] Partnership [] Single-proprietorship

A-Financial Information

1. Capital

Authorized: _____ Paid Up: _____

2. (For Recruitment Agencies)

Is the Bank deposit required by Lebanon Law paid for? Yes No

B. Organizational Structure

Chief Executive Officer: _____

Nationality : _____

Telephones : _____ Fax No.: _____

Chief Operating Officer: _____

Nationality : _____

Telephones: _____ Fax No.: _____

PRO : _____

Nationality: _____

Telephones: _____ Fax no.: _____

C. Company's Physical Profile

Name of Building : _____

Office Area : _____ No. of Rooms: _____

Equipment : _____

No. of Staff : _____ Nationalities: _____