

RECRUITMENT AGREEMENT

Between

PHILIPPINE OVERSEAS EMPLOYMENT ADMINISTRATION

And

National Ambulance Company, Abu Dhabi

This Recruitment Agreement entered into by and between the Philippine Overseas Employment Administration with office address at Blas F. Ople Bldg., EDSA corner Ortigas Avenue, Mandaluyong City, hereafter referred to as **POEA** represented by Jennifer Jardin-Manalili, Administrator and the National Ambulance Company (NAC) represented by Ann-Helen Viken, CAO, hereafter referred to as **EMPLOYER**, sets the following provisions with respect to the recruitment of Filipino workers:

1.0 General Provisions

- 1.1 The Employer shall utilize the facilities and services of the POEA in the recruitment, processing and documentation of Filipino workers.
- 1.2 The Employer shall have the final authority on the selection of workers for employment.
- 1.3 Parties to this Agreement shall ensure compliance to host country laws including immigration laws in the employment of Filipino workers and the protection of their rights and general welfare.

2.0 Sourcing of Applicants

- 2.1 The POEA shall offer its manpower pool to the Employer in accordance with the Employer's Qualification Standards (QS).
- 2.2 The Employer shall have the option to advertise when the POEA manpower pool falls short of its QS. Such advertisement shall be under the supervision of POEA. Payment of advertisement costs shall be made by the Employer on or before publication, check drawn in favor of the Philippine newspaper company endorsed through the POEA.

3.0 Selection of Workers and Medical Examination

- 3.1 POEA shall undertake the pre-screening of workers based on the Employer's QS. A shortlist of pre-screened workers shall be endorsed to the Employer together with their application papers.
- 3.2 The Employer shall advise the POEA on its trade test or board requirement if any, cost of which shall be borne by the Employer for the selected worker/s.
- 3.3 The Employer shall conduct interview of shortlisted applicants at the POEA premises. Phone interview, videotaped interview or interview outside of the POEA premises may be allowed whenever necessary subject to approval of the POEA.
- 3.4 The Employer shall communicate to POEA within reasonable time, their selection of workers. Otherwise, the selected workers may be referred for possible employment with other employers/clients of POEA.
- 3.5 The Employer shall return to the POEA documents of workers who were not selected.
- 3.6 Selection of workers on the basis of QS is subject to the result of medical examination conducted by duly accredited medical clinic or hospital. The POEA shall ensure that selected applicants undergo basic medical examination which shall include chest x-ray, blood pressure, EENT check-up, urinalysis, complete blood count (CBC), stool test and psychological test as well as other medical tests like HIV-test as specified under Employer-defined medical protocol.
- 3.7 Replacements of those who fail in the medical examination shall be done in consultation with the Employer.

4.0 Worker Education

- 4.1 The POEA shall ensure that all selected workers undergo a Pre-Departure Orientation Seminar (PDOS) before deployment to host country. Such PDOS shall equip selected workers with basic understanding of the employment contract, information on host country profile and orientation on necessary values and attitudes for effective employment abroad.
- 4.2 The Employer or his representative or through POEA shall likewise provide selected workers an orientation on company rules and regulations and package of benefits, technical peculiarities of the demands of the work and its environment and other matters unique to their employment with the Employer.

5.0 Employment Contract

- 5.1 The Employer shall employ his selected workers under an Employment Contract (EC), mutually agreed upon between the Employer and the POEA and acceptable to the worker. It must be compliant with existing laws and enforceable in the country of destination.
- 5.2 The EC shall be signed by the worker/s after the Employer has signed the same and after the confirmation of work visa availability and orientation of selected worker/s on the total employment package being offered to them.

6.0 Visa Arrangements and Deployment of Workers

- 6.1 The Employer shall be solely responsible for, and bear the expenses of securing entry visa or work permits of accepted workers.
- 6.2 The Employer shall handle the on-line visa application/processing of workers.
- 6.3 The Employer shall immediately upon release of work visa, facilitate the sending of airline ticket or prepaid ticket advise to the POEA for the booking of flights and/or departure advice to the workers.
- 6.4 Workers selected by the Employer by virtue of this Agreement shall be deployed to such Employer exclusively through the POEA.

7.0 Repatriation of Workers

The Employer shall be responsible for the repatriation of the worker and the transport of his/her personal effects. All costs attendant to repatriation shall be borne by the Employer.

8.0 Fees and Terms of Payment

- 8.1 The Employer shall pay to the POEA the sum of US Dollar four hundred twenty five (US\$425.00) per selected worker as service fee and US Dollar twenty five (US\$25.00) as contribution to the worker's membership in the Worker's Welfare Fund, payable prior to deployment of worker. Such payment shall not, in any way, be levied on the selected applicant by the Employer.

- 8.2 It is agreed that prior to departure, the employer shall be required to contribute for the Foreign Employer's Guarantee Trust Fund the amount of US Dollar Fifty (US\$50.00) per worker for the entire duration of the contract for purposes of covering the worker's monetary claims arising from breach of contractual obligations of the foreign employers including attendant repatriation expenses coverage of workers under the circumstances.
- 8.3 Over and above the employer's contribution to FEGTF, and in case of termination of overseas employment without just, valid or authorized cause as defined by law or contract, the employer shall pay the employee his salaries for the unexpired portion of his employment contract or for three (3) months for every year of the unexpired term whichever is less.
- 8.4 The POEA may suspend its services to the Employer if overdue accounts are not settled within reasonable time.

9.0 Period of Agreement

- 9.1 This Agreement shall be effective for a period of one (1) year upon its execution by the authorized representative of both parties, unless sooner terminated or cancelled in accordance with Provision No. 11 of this Agreement.
- 9.2 This Agreement shall be automatically renewed when neither party causes to terminate the same.

10.0 Amendment(s)

- 10.1 Any party may initiate the review or reaffirmation of this Agreement as it sees fit.
- 10.2 In the event the terms of this Agreement shall be affected by national policies or future legislations of the Philippines and/or country where the employees have been assigned to perform contracted services, this Agreement shall be amended or modified accordingly upon mutual consent of both parties.

11.0 Termination of this Agreement

- 11.1 This Agreement shall be terminated by either party by giving notice to the other party, citing the reasons for such termination.
- 11.2 In case of termination of this Agreement, the contract of employment shall remain valid, binding and enforceable between the Employer and Employee in accordance with the terms thereof.

11.3 Termination of this Agreement shall not affect the requirement of the POEA that the Employer shall advise the former of any renewal or termination of the employment of workers hired under this Agreement.

12.0 Communications

All communications under this Agreement shall be coursed through:


THE ADMINISTRATOR,
Attention : Government Placement Branch
Welfare and Employment Office
Blas F. Ople Bldg., EDSA corner Ortigas Avenue
Mandaluyong City, Philippines
Tel. Nos. (632) 726-8909 / 722-1174
Fax Nos. (632) 722-1177 / 727-7781

And


Ann-Helen Viken
Chief Administrative Officer
c/o Aspen Medical Pty Ltd
2 King St, Deakin ACT 2600
Australia
Tel +61 2 62039500
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IN WITNESS WHEREOF, we have hereunto set our hands this 2 day of August, 2010 in Canberra, Australia.

FOR
THE PHILIPPINE OVERSEAS
EMPLOYMENT ADMINISTRATION
(POEA):


JENNIFER JARDIN-MANALILI
Administrator

FOR
NATIONAL AMBULANCE COMPANY
(NAC)


Ann Helen Viken
Chief Administrative Officer