GUIDELINES ON THE ACCREDITATION OF TAIWAN MANPOWER AGENCIES

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Pursuant to Governing Board Resolution No. 4, Series of 1998, the following guidelines on accreditation of Taiwan Manpower agencies are hereby prescribed:

I. Coverage

Only entities duly licensed to operate as manpower agencies in Taiwan shall undergo pre-qualification at the MECO Labor Center (MLC) and accredited by POEA.

II. Pre-Qualification Procedures

The Taiwan Manpower Agency (TMA) shall submit the following documents to the MLC for pre-qualification:

a. Council of Labor Affairs (CLA) license to recruit foreign workers with English translation;

b. Duly filled up TMA Info Sheet which includes particulars of the owner of the TMA, including his name, complete address, telephone and fax numbers, specimen signature and other relevant information. The owner's pictures and list of authorized representatives/liaison officers and their specimen signatures and pictures shall be attached to the profile.

A pre-qualification certificate (PQC) shall be issued by MLC upon completion of the pre-qualification process. The pre-qualification certificate is valid for a maximum of one year but coterminous with the validity of the Taiwan agency's CLA license, whichever is shorter.

III. Accreditation Procedures

Only Taiwan manpower agencies that have been pre-qualified by the MECO Labor Center shall qualify for accreditation by POEA. The following documents are the requirements for accreditation:

- Pre-qualification Certificate issued by MLC to the TMA;

- Special Power of Attorney (SPA) issued by the direct employer in favor of the TMA, notarized by a Taiwan district court and verified by MECO;

- Recruitment Agreement between the TMA and the Philippine recruitment agency (PRA), notarized by a Taiwan district court and verified by MECO;

- Master employment contract;

- Council of Labor Affairs (CLA) Letter of approval, verified by MECO;

- Demand letter/manpower request signed by the employer/principal and the TMA, verified by MECO.

The SPA referred to in b and the Recruitment Agreements referred to in c above shall substantially conform to the attached format, which forms part of this issuance.

Upon compliance with accreditation requirements, the corresponding accreditation certificate shall be issued indicating the TMA as principal.

IV. Additional Manpower Requests

a. For additional manpower request after accreditation, the following documents shall be submitted to POEA;

- CLA letter of approval, verified by the MLC;

- Demand letter/manpower request signed by both the employer/principal and CLA-licensed TMA, verified by the MLC.

b. For additional manpower request for a new employer, the following requirements shall be submitted to POEA:

- SPA issued by the direct employer in favor of the TMA, verified by MECO;

- CLA letter of approval, verified by the MLC;

- Demand letter/manpower request signed by both the employer/principal and CLA-licensed TMA verified by the MLC.

V. Dual Accreditation

The POEA may allow accreditation of the TMA with two licensed Philippine recruitment agencies, depending on the volume of manpower requirements, urgency of deployment, specialization of skills requirement, and others may be necessary.

VI. Transfer of Accreditation

The POEA rules on transfer of accreditation per Memorandum Circular No. 17, Series of 1998 shall apply

VII. Suspension/Cancellation of Accreditation of TMAs/Blacklisting of TMAs

a. Accreditation of TMAs shall be deemed automatically suspended/cancelled when its CLA license is suspended/cancelled or expired;

b. Existing POEA rules and regulations on blacklisting of employers/principals shall apply to TMAs.

c. In case of suspension or blacklisting of TMA, the direct employer may designate another accredited TMA.

VIII. Transitory Provision

All manpower requests, which were approved and verified by the MLC prior to the effectivity date of this Order, shall be acted upon. Henceforth, processing will be in accordance with the foregoing guidelines

All issuances inconsistent herewith are modified and/or repealed accordingly.

This order shall take effect after fifteen (15) days from publication in a newspaper of general circulation.

For strict compliance.

Adopted: 06 May 1999

(SGD.) REYNALDO A. REGALADO
Administrator

Attachment:

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RECRUITMENT AGREEMENT

This RECRUITMENT AGREEMENT entered into by and between:_____ With office address at _____represented by its _____ herein after

Designation
referred as Philippine Recruitment Agency or PRA;

And

_____ With office address at_____, represented by its _____ herein after referred

Designation
as Taiwan Manpower Agency or TMA; set forth the following purposes, terms and stipulations:

1.0 GENERAL PROVISIONS

1.1

The TMA shall utilize the facilities and services of the PRA for the purpose of pre-selecting, recruiting, processing and documenting Filipino workers. It shall also avail of such services and facilities for the rehiring of the workers, as appropriate.

1.2

The PRA shall make available to the employer/TMA, pre-screened applicants as requisitioned.

1.3

The PRA shall attend to/make arrangements for the medical examination, processing, documentation, mandatory briefing/orientation and other pre-deployment requirements of the worker.

1.4

The Philippine Recruitment Agency 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:

"'The TMA approve and fully concurs with the imposition by the PRA/Representative of fees against the workers

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in accordance with the rules and regulations of the Department of Labor and Employment (DOLE). The pertinent provisions of which are attached and shall form an integral part of this agreement."

Except those legal and compulsory deductions such as taxes and fees prescribed by the laws of the Philippines and Taiwan, no other fees in whatever form, manner or purpose shall be imposed upon the worker by the PRA and TMA. All payments or agreed payments made by the worker either in Taiwan or in the Philippines shall be covered by appropriate receipts.

2.0 FEES AND TERMS OF PAYMENT

2.1

Any agreement pertaining to fees and payment for services rendered by the PRA to the TMA is a matter solely between the latter and the Philippines Recruitment Agency.

3.0 TRAVEL ARRANGEMENT

3.1

The TMA shall be solely responsible for and bear the expenses of securing entry visa/or work permits of accepted workers and their ticketing, except when it shall, upon payment of the cost, request its legal representative to arrange for the travel of the workers.

4.0 AUTHORITY, JOINT AND SOLIDARY LIABILITY OF PHILIPPINE RECRUITMENT AGENCY

The TMA authorizes the PRA as its legal representation in all matters involving the recruitment and hiring-of Filipino workers for its manpower requirements in host country.

By virtue of said authority, the PRA is granted the following power and obligations:

4.1

To represent the Employer/TMA before any government and/ or private offices/agencies in the Philippines for the purposes of recruiting, hiring and employment of Filipino workers for the Employer/Principal;

4.2

To recruit Filipino workers for and in behalf of the Employer/TMA;

4.3

To execute, sign, seal, deliver, and present any and all documents and other pertinent papers, instruments and writings of whatever nature, kind and description, including employment contracts, necessary to accomplish the purposes for which this special power of attorney has been granted or as may be required by the Philippine Overseas Employment Administration (POEA) and other government offices regulating overseas employment and travel.

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4.4

To bring suit, defend and enter into compromise in its name and stead in litigation brought for or against it or the company in all matters involving the employment of Filipino contract workers by the Employer/TMA; to appear at the pre-trial conferences and hearings of such cases against the Employer/TMA; to engage, terminate, substitute and pay for the services of counsel; to submit to voluntary arbitration; to admit facts or documents or enter into stipulation thereof; to conclude amicable settlement or compromise agreement; and to file and receive pleadings, affidavits, position papers, motions, memoranda, appeals, petitions, orders, decisions, resolutions and other papers in the course of litigation.

4.5

To assume jointly and solidarily with the Employer/TMA any financial or civil liability or obligations that may arise in connection with the recruitment and/or employment of workers for the Employer/TMA and with the implementation of the contract of employment including but not limited to payment of wages, health and disability compensation and repatriation.

5.0 RESPONSIBILITIES OF THE TMA

5.1

The TMA 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.

5.2

In case of termination of the worker's employment for cause or as a result of death or serious injury, the TMA shall immediately inform the Manila Economic and Cultural Office/MECO Labor Center nearest the site of employment and/or the POEA and the Employer's PRA about said event.

5.3

In case of death of the Employee, the Employer/TMA 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 Manila Economic and Cultural Office/MECO Labor Center.

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

6.0 SETTLEMENT OF DISPUTES

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 filed before the appropriate authorities under the laws of the host country or the Philippines as the case may be.

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7.0 OBLIGATIONS AND MONEY CLAIMS

Obligations or money claims between the PRA and TMA, not involving their hired workers, arising out of their business relations may be conciliated by the POEA.

8.0 LANGUAGE OF AGREEMENT

This Agreement is written in both English and Mandarin Chinese and shall be made available to either or both parties.

IN WITNESS WHEREOF, we have hereunto set our hands, this ____ day of _____ 19 ____ at Manila, Philippines.

BY:

BY:

_____

_____

Philippine Recruitment Agency

Taiwan Manpower Agency

_____

_____

Designation

Designation

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