

SERVICE CONTRACT

This Agreement is entered into by and between _____, a Company duly organized and existing under the laws of _____ with office address at _____, represented in this Act by its _____, and herein after called the COMPANY:

(Position/Designation)

and

JS CONTRACTOR INC., a company duly organized and existing under the laws of the Republic of the Philippines, with office address at JS Contractor Bldg., 423 Magallanes St., Intramuros, Manila, Philippines, represented in this Act by its President, MARY JEAN P. BORRA, and hereinafter called the CONTRACTOR.

I. SCOPE OF THE AGREEMENT:

This Service Contract shall be governed by the following conditions:

1. The COMPANY shall utilize the manpower services of the CONTRACTOR in the recruitment of Filipino employees/workers for its business and projects in _____;
2. The above employees/workers shall be compensated by the COMPANY in accordance with the terms and conditions of the employment Contract, which are subject to approval by the Department of Labor and Employment; and
3. The first ninety (90) days (starting from the day of arrival at jobsite) shall be considered as probationary period. In case any employee/worker fails to satisfy the requirements of the COMPANY during this period, the latter has the option to offer the employee/worker an alternative position or send him back to the Philippines at the CONTRACTOR's expense.

II. SELECTION

1. On receipt of requisition order from the COMPANY, the CONTRACTOR shall diligently and expeditiously select employees/workers based on the COMPANY's standard and job description and will inform the company accordingly;
 2. The COMPANY will send his representative immediately upon advise of the CONTRACTOR, to make the final selection from among the personnel pre-selected by the CONTRACTOR;
 3. The CONTRACTOR shall undertake, after the final selection, the accomplishment of the necessary formalities and actions required by the Philippine authorities to send the selected personnel to the worksite in the shortest time possible, within the schedule requested by the COMPANY and as mutually agreed upon;
 4. The CONTRACTOR shall comply with the usual medical requirements of each worker proposed for hiring;
 5. Personal status and age limitations of the workers may be determined by the COMPANY;
- and

6. The CONTRACTOR shall conduct skill or trade test necessary during the pre-selection of the personnel to be submitted to the COMPANY. The COMPANY is entitled to ask any additional tests he deems necessary, and to this end, the CONTRACTOR should make available the necessary facilities and equipment.

III. TRANSPORTATION AND DOCUMENTATION:

1. A minimum mobilization fee of US\$ _____ per hire, in accordance with the rules and regulations of the Department of Labor and Employment, will be paid by the COMPANY to the CONTRACTOR for each employee/worker selected by the COMPANY;

2. The cost of economy class air ticket is to be borne by the COMPANY for each employee/worker from Manila to the site of employment and vice versa; and

3. Entry and Exit visa, to and from the country of employment in compliance with all government formalities necessary for the proper conduct of work by the employee/worker, shall be the responsibility of the COMPANY.

IV. PAYMENT SCHEDULE

1. The COMPANY agrees to remit the mobilization fee of US\$ _____ per hire under Clause III (1) to the CONTRACTOR, ten (10) days from the notice of readiness of the employees/workers to depart for the site of employment; and

2. The COMPANY further agrees to instruct the Filipino employees/workers to remit at least seventy percent (70%) of their basic salary to their individual beneficiary.

V. ADDITIONAL CONDITIONS:

1. The CONTRACTOR shall be responsible to ensure that the employees/workers comply with all the taxes imposed by the Philippine government, while the COMPANY shall be responsible that the employees/workers comply with the Tax Laws of the country of employment.

2. This Service Agreement shall be for a period of one (1) year, renewable at the option of both parties, unless sooner revoked in writing for cause or causes to be agreed upon by both parties. In the event that the contract is terminated while the employees/workers are still in the employ of the CONTRACTOR / COMPANY, the contract shall be deemed extended until the last employee/worker has completed his employment contract. This CONTRACT shall take effect upon placement of the first personnel.

3. The COMPANY may send back any of the employees/workers during the validity of the contract according to his works' requirement, provided, he should give one (1) month written notice to the employee/worker. Travel and related expenses, for the employees'/workers' return to the Philippines, will be borne by the COMPANY;

4. It is understood by both parties to this Agreement, that the CONTRACTOR and COMPANY shall be jointly responsible for the proper implementation of the terms and conditions of the Employment Contract entered into with the individual employee/worker; and

5. That the CONTRACTOR shall assume the responsibility for the manner and facility of payrolling and/or remittance of Filipino employees/workers.

VI. GOVERNMENT LAW ARBITRATION

This Contract shall be the law of both parties and shall be interpreted in accordance with the laws of the Philippines, but not to the exclusion or the prejudice to the laws of the country of employment, international laws, covenants, and practices. In case of disputes not settled amicably, parties concerned may revert to arbitration laws and practices in a venue mutually agreed upon by both parties.

IN WITNESS WHEREOF, these presents signed on this _____ day of _____, 2000, at Manila, Philippines.

COMPANY:

CONTRACTOR:

MARY JEAN P. BORRA
President
JS CONTRACTOR INC.