

ENGLISH:

Annex E

MODEL SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Service Contract made this ____ day of _____, by and between, _____ of legal age single/married, with _____ postal address at _____, hereinafter referred to as the **EMPLOYER**

- and -

_____ (*Name of Agency*) _____, with principal address at _____, represented by _____, hereinafter referred to as the **AGENCY**;

WITNESSETH AND AGREED AS FOLLOWS:

A. Duties and Responsibilities of the Agency

1. That the **AGENCY** shall provide the **EMPLOYER** with the qualified and competent Kasambahay required by the **EMPLOYER**;
2. That the **AGENCY** shall provide a pre-employment orientation briefing to the **EMPLOYER AND KASAMBAHAY** about their rights and responsibilities in accordance with Paragraph d, Section 3, Rule III of the Implementing Rules and Regulations of Republic Act No. 10361 or "Batas Kasambahay";
3. That the **AGENCY**, within one (1) month from the day the Kasambahay reported for work, shall provide the **EMPLOYER** a qualified replacement at no additional cost if any of the following grounds occurred:

(a) The Kasambahay is found to be suffering from an incurable or contagious disease or mental illness as certified by a competent or government physician;

(b) The Kasambahay abandons the job without justifiable cause, voluntarily resigns, commits theft or any of the analogous acts prejudicial to the employer or his/her family;

(c) The Kasambahay is physically or mentally incapable of discharging the minimum requirements of the job, as specified in the employment contract;

That the **AGENCY** shall refund to the **EMPLOYER** seventy-five percent (75%) of the fees paid if the former failed to provide a qualified replacement after the lapse of one (1) month from receipt of the request for replacement;

The **EMPLOYER** shall be entitled to three (3) replacements during the entire period of this contract.

Any request for replacement after the first month shall be subjected to an additional minimum service fee of twenty-five percent (25%) of the agreed service fee. Moreover, if the worker escapes, commits theft, or any other acts prejudicial to the employer, the same facts or circumstances shall be stated in an affidavit to be executed by the employer and submitted to the agency before any replacement shall be provided by the agency.

4. That the **AGENCY** shall be jointly and solidarily liable with the **EMPLOYER** for payment of wages, wage related and other benefits, including monthly contribution for SSS, Philhealth and Pag-IBIG membership of the kasambahay, in case the latter fails to comply with the aforementioned obligations;

Such liability of the agency is co-terminus with the existence of the duly signed Service Contract between the agency and employer.

B. Duties and Responsibilities of the Employer

1. That the **EMPLOYER**, upon the commencement of this Contract, shall cause the payment to the **AGENCY** of a service fee amounting to _____ pesos (P_____), and the deployment _____ expenses amounting to _____ pesos (P_____) which include cost of transportation, meals, communication and other incidental expenses subject to presentation of receipts;
 2. That the **EMPLOYER** shall pay the **AGENCY** the amount of _____ (P_____) representing the cost of securing the standard documentary pre-employment requirements of the kasambahay in case the latter paid for such cost;
 3. That the **EMPLOYER** shall shoulder the cost of other medical examination that he/she may require in addition to the basic pre-employment medical examination.
 4. That the **EMPLOYER** shall pay the monthly salary of the Kasambahay in cash at least once a month and all the benefits as provided for by law;
 5. That the **EMPLOYER** shall provide the agency with a copy of the monthly pay slip and copies of proof of remittances with the SSS, Pag-Ibig, and PhilHealth not later the 15th day of each month;
 6. That the **EMPLOYER** shall provide the kasambahay medical assistance in the form of first aid medicines, in case of illness and injuries sustained during the service without loss of benefits; and
 7. That upon the expiration of the Employment Contract or upon termination of employment, the **EMPLOYER** shall endorse the Kasambahay to the **AGENCY** for accounting of wage and other wage-related benefits which may still be due and payable to the Kasambahay as well as the remittances with the SSS, Pag-ibig, and Philhealth.
- C. The terms and conditions of this **CONTRACT** shall not be modified or amended by either party without the concurrence of the other party.

IN WITNESS WHEREOF, the parties hereunto signed this Contract this _____ day of _____, at _____, Philippines.

Employer

Agency Representative

SIGNED IN THE PRESENCE OF:

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20 ____ in _____, ____ (Name of Employer) exhibited to me his/her Identification Card and Residence Certificate No. _____ issued at _____ on _____ and ____ (Name of Agency Representative), with Identification Card and Residence Certificate No. _____, issued at _____ on _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of _____