

# APPLICATION FOR NEW ACCREDITATION

PAYMENT: 1,760.00HKD

**Direction:** Please submit the following requirements according to the list. Make sure that each document is properly and completely accomplished. (example: name & signature of witnesses; date & place of signing; all signature of owner should be with agency chop).

## **PART A (ONE COPY ONLY of the following):**

1. Application and Disclosure Form for verification of accreditation documents.
2. Information Sheet (form provided, please fill up completely).
3. HK ID of the owner/s OR licensee/s and recent one **2x2** photograph
4. License copy of Philippine Agency (PRA)
5. Self-Declaration of No Criminal Record
6. Profile of the Owner and its partners stating the following:
  - Educational background
  - Work & years of experience
  - Financial Capability
  - Information on business activities (number of years in operation)
7. Photo of the Office Facilities & Boarding House
8. Lease Agreement (Office & Boarding House)

## **PART B (ONE ORIGINAL; 2 PHOTOCOPIES):**

1. Recruitment Agreement with Philippine counterpart
2. Special Power of Attorney (SPA-FRA)
3. Special Power of Attorney (SPA-PRA)
4. Joint Affidavit
5. Agency Undertaking
6. Ethical Recruitment Undertaking
7. Sworn Statement
8. Job Order
9. Contingency Plan
10. Business Registration
11. License to Operate an Employment Agency
12. Master Employment Contract (BLUE CONTRACT - FOUR SETS with Agency chop)

Date Submitted: \_\_\_\_\_

Date Completed: \_\_\_\_\_

# APPLICATION AND DISCLOSURE FORM FOR NEW ACCREDITATION APPLICATION

Name of Applicant Agency \_\_\_\_\_

Address and contact details \_\_\_\_\_  
\_\_\_\_\_

Hotline Number (24/7) \_\_\_\_\_

Name of Owner(s) and HK ID \_\_\_\_\_  
\_\_\_\_\_

Contact Number(s) 1. Name of Owner and Telephone \_\_\_\_\_

2. Name of Owner and Telephone \_\_\_\_\_

3. Name of Owner and Telephone \_\_\_\_\_

4. Name of Owner and Telephone \_\_\_\_\_

Name of Manager \_\_\_\_\_

Contact Number of Manager \_\_\_\_\_

HK ID of Manager \_\_\_\_\_

Name of Filipino Liaison Officer \_\_\_\_\_

Contact Number \_\_\_\_\_

Employment Agency License No. \_\_\_\_\_ Expiring \_\_\_\_\_

How long have you been in business as an employment agency? \_\_\_\_\_

Have you ever borrowed or rented a chop of an accredited agency? \_\_\_\_\_ (Yes or No)

What is the name of that accredited agency? \_\_\_\_\_

How long have you been renting the chop of this accredited agency? \_\_\_\_\_

Before this application, how many contracts have you processed using the chop of the accredited agency, or by submitting contracts to the Philippine Overseas Labor Office through submission by workers? \_\_\_\_\_

Have you had complaints filed against you at the HK Labor Department? (Please provide details of nature of case and whether it is already resolved or still pending) \_\_\_\_\_  
\_\_\_\_\_

---

Have you had complaints filed against you at the Employment Agencies Administration (EAA)? (Please provide details of nature of case and whether it is already resolved or still pending)

---

---

---

Have you had complaints filed against you at the HK Police Department? (Please provide details of nature of case and whether it is already resolved or still pending)

---

---

---

Have you had complaints filed against you at any HK government agency? (Please provide details of nature of case and whether it is already resolved or still pending) \_\_\_\_\_

---

---

---

Have any of the owner(s), manager(s) or staff been involved in any case filed against themselves or against this agency in any of the agencies mentioned above? (Please provide details of nature of case and whether it is already resolved or still pending) \_\_\_\_\_

---

---

Who is your proposed Philippine partner agency? \_\_\_\_\_

This is to certify that all the above information are true and accurate of my personal knowledge.

Name and Signature:

---

(Representative of Applicant Agency)

Chop \_\_\_\_\_

# INFORMATION SHEET

NEW ACCREDITATION

## HONG KONG AGENCY

<b>1. NAME OF THE AGENCY:</b>	
<b>2. ADDRESS:</b>	
<b>3. NAME OF LICENSE HOLDER/ AUTHORIZED REPRESENTATIVE:</b>	
<b>4. POSITION:</b>	
<b>5. TELEPHONE NUMBER/S:</b>	
<b>6. FAX NUMBER:</b>	
<b>7. E-MAIL ADDRESS:</b>	
<b>8. Liaison Officers:</b>	<b>Name and Contact Number</b>
	1.
	2.
	3.

## PHILIPPINE AGENCY

<b>1. NAME OF THE AGENCY:</b>	
<b>2. ADDRESS:</b>	
<b>3. AUTHORIZED SIGNATORY/ REPRESENTATIVE:</b>	
<b>4. POSITION:</b>	
<b>5. TELEPHONE NUMBERS:</b>	
<b>6. FAX NUMBER:</b>	
<b>7. E-MAIL ADDRESS:</b>	

**Please Use HK Agency Letterhead**

DATE: \_\_\_\_\_

**(NAME OF PHILIPPINE AGENCY REPRESENTATIVE)**

**(NAME OF PHILIPPINE AGENCY)**

**(OFFICE ADDRESS OF PHILIPPINE AGENCY)**

**RE: JOB ORDER REQUEST**

Dear Mr./Ms. \_\_\_\_\_ :

Please screen, recruit, process and deploy the following:

Number of Workers: 100

Classification: Domestic Helpers

Proposed Wages: HK\$4,630.00/month

Food Allowance: HK\$ 1,121.00/ month

Terms and Conditions:

1. The Domestic Helper will be working in Hong Kong SAR only.
2. Free airline tickets from Philippines to Hong Kong SAR.
3. Other terms and conditions as provided in the Hong Kong SAR Standard Employment Contract for Foreign Domestic Helpers.

Thank you very much.

Very truly yours,

\_\_\_\_\_  
Signature over printed name of HK agency owner  
AGENCY CHOP

**RECRUITMENT AGREEMENT**

This Recruitment Agreement entered into by and between:

\_\_\_\_\_ (Name of Philippine Agency)  
with office address at \_\_\_\_\_  
\_\_\_\_\_, Philippines,

represented by its President/Manager/Owner Mr./Ms. \_\_\_\_\_,  
hereinafter referred to as **Legal Representative**;

-and-

\_\_\_\_\_ (Name of Hong Kong Agency)  
with office address at \_\_\_\_\_,  
Hong Kong-SAR, represented by its Manager/Director/Owner Mr./Ms. \_\_\_\_\_,

hereinafter referred to as **Employer/Foreign Principal**; set forth the following purposes, terms and stipulations:

I. GENERAL PROVISIONS

- A. The Employer/Foreign Principal shall utilize services and facilities of \_\_\_\_\_ for the purpose of pre-selection, recruitment, processing and documentation of Overseas Filipino Workers through the said Legal Representative for its operations in Hong Kong. The Legal Representative shall also avail of such services and facilities for the rehiring of workers as appropriate.
- B. The Legal Representative shall make available pre-screened applicants as required/requested by the Employer/Foreign Principal.
- C. As may be agreed upon by the parties, the Employer/Foreign Principal shall have the final authority on the selection of applicants in the Philippines for employment. Selection shall satisfy the requirements of the Employer/Foreign Principal for all intents and purposes.
- D. The services of the Legal Representative shall include but not limited to medical examinations, processing, documentation, mandatory briefing/orientation on the working and living conditions of the country of employment, facilitation of documentation for

travel like security and police clearance, passport and other necessary services/assistance needed by the applicants.

- E. The Legal Representative shall provide facilities and services for the processing and documentation of Overseas Filipino Workers hired by the Employer/Foreign Principal under such terms and conditions as may be agreed upon by the parties.

## II. FEES AND TERMS OF PAYMENT

- A. The Employer/Foreign Principal shall pay to the Legal Representative the sum of US\$\_\_\_\_\_ per selected Overseas Filipino Worker as recruitment service fee for the pre-selection, documentation and processing in accordance with the rules and regulations issued by the Department of Labor and Employment.

## III. TRAVEL ARRANGEMENT

- A. The Employer/Foreign Principal shall be solely responsible for and bear the expenses of securing entry visa or work permits and payment/provision of air ticket including traveling allowances for recruited/accepted workers.

## IV. EMPLOYMENT

- A. The recruits shall take up employment under the Hong Kong Standard Employment Contract herein attached as "Annex A" which forms as an integral part of this Agreement, which are subject to approval by the Department of Labor and Employment.
- B. In case of renewal of Employment Contract between the Employer and the same Overseas Filipino Worker, the said Overseas Filipino Worker may be entitled to a reasonable adjustment in salary and benefits in accordance with the pay scale and practices prevailing in the country of employment.

## V. AUTHORITY, JOINT AND SOLIDARITY LIABILITY OF LEGAL REPRESENTATIVE

The Employer/Foreign Principal authorizes the Legal Representative as its exclusive and sole representative in all matters involving the recruitment and hiring of Overseas Filipino Workers for overseas jobs.

By virtue of the said authority, the Legal Representative is granted the following powers and obligations:

- A. To represent the Employer/Foreign Principal before any and all government and private offices/agencies in the Philippines.
- B. To enter into any and all contracts with any persons, corporations, institutions or entities in a joint venture or as partner in the recruitment, hiring and placement of Overseas Filipino Workers for overseas employment.

- C. To sign, authenticate, receive and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making necessary actions to facilitate the departure of recruited Overseas Filipino Workers in accordance with the Labor Code of the Philippines, as amended, and its rules and regulations.
- D. To file suit, defend and enter into any compromises/settlements for and in behalf of the Employer/Foreign Principal in litigations involving recruitment, hiring and employment of Overseas Filipino Workers for the said employer.
- E. To assume jointly and solidarily with the Employer/Foreign Principal any liability/responsibility that may arise in connection with the recruitment, hiring and employment of the Overseas Filipino Worker including full implementation of the Employment Contract.

#### VI. REMITTANCE OF FOREIGN EXCHANGE EARNINGS

- A. The Employer/Foreign Principal or his legal/authorized representative shall assist the Overseas Filipino Worker in remitting a portion of his/her salary through the proper banking channels or other means authorized by law.

#### VII. RESPONSIBILITIES OF THE EMPLOYER

- A. The Employer/Foreign Principal shall exert all possible efforts to enhance the welfare and protect the rights of Overseas Filipino Worker hired under this Agreement in accordance with the laws of the Philippines, his country of employment and international covenants on expatriate employment and in accordance with the best possible treatment already extended to other workers at the place/country of employment.
- B. Except for reasons caused by the fault of Overseas Filipino Worker, force majeure, or flight delay, the Employer/Foreign Principal shall transport the Overseas Filipino Worker to the worksite within sixty (60) days from the date of scheduled departure as specified by the Employer upon filing of job requisition. Should the Employer fails to do so for a valid or justifiable reason, he shall pay the Overseas Filipino Worker reasonable compensation as may be determined by the appropriate authorities for every month or a fraction thereof of the delay. Payment made under this provision shall be given to the Overseas Filipino Worker through the Employer's Legal Representative or to a government agency appropriate for the purpose.
- C. In case of termination of the Overseas Filipino Worker's employment for cause or as a result of death or injury, the Employer shall immediately inform the Philippine Overseas Labor Office (POLO) and/or the Philippine Overseas Employment Administration (POEA) and the Legal Representative about said event. In all cases, the Employer shall ensure that all benefits due to the Overseas Filipino Worker shall be made to him/her or his/her beneficiaries immediately upon termination of the employment.



## VIII. SETTLEMENT OF DISPUTES

- A. In case of disputes arising from the implementation of the Employment Contract between the Employer and the Overseas Filipino Worker, all effort shall be made to settle them amicably. If necessary, such negotiations be undertaken in cooperation with and participation of the POLO/Embassy/Consulate nearest the site of employment.
- B. In case amicable settlement fails, the matter shall be submitted to the competent or appropriate body in the country of employment. During the process of settlement or while the case is pending, the affected Overseas Filipino Worker shall endeavor to fulfill his contractual obligations and the Employer shall ensure that such obligations shall be undertaken without duress or recrimination.
- C. In case of disputes involving the Recruitment Agreement, the parties thereto shall resolve it amicably. If effort to settle amicably fails, the dispute shall be referred to the International Chamber of Commerce for hearing and adjudication or to appropriate Agency/Court where the parties agreed to settle the disputes.

## IX. TERMINATION OF AGREEMENT

- A. This Recruitment Agreement shall be in effect for a minimum period of one (1) year and a maximum period of four (4) years from the date of signing unless terminated by either party, thirty (30) days written notice shall be served prior to said premature termination.
- B. The responsibilities of the parties shall be in effect until the completion of the last employment contract signed with a recruited/hired Overseas Filipino Worker under this Agreement.
- C. The rights of the Overseas Filipino Worker recruited/hired under this Agreement must be recognized and the terms and conditions of the contract of employment shall be strictly adhered to and complied with.
- D. Unless either party so notifies the other of its termination, this Agreement shall be renewed on or before the expiration of its accreditation/registration.

## X. LANGUAGE OF AGREEMENT

This agreement is written both in English and the official Language of the country of employment and both copies deemed binding on the parties. However, in case of doubt, the English version will prevail.

## XI. GOVERNING LAW

This Agreement shall be the law between the parties and shall be interpreted in accordance with the laws of the Philippines but not to the exclusion of and prejudice to the laws of the Country of Employment, International Laws covenants and practices.

IN WITNESS WHEREOF, WE have hereunto sign our name and affix our signature this \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_.

**For the Hong Kong Agency:**

**For the Philippine Agency:**

\_\_\_\_\_  
(Signature over printed name/ agency chop)

\_\_\_\_\_  
(Signature over printed name/ agency chop)

**Signed in the presence of:**

\_\_\_\_\_  
Witness  
(Signature over printed name)

\_\_\_\_\_  
Witness  
(Signature over printed name)

**SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

I, \_\_\_\_\_ with Passport/ HK ID No. \_\_\_\_\_ of legal age, Hong Kong citizen, with office address at \_\_\_\_\_  
\_\_\_\_\_ Hong Kong-SAR, in my capacity as Director/Manager/Owner of \_\_\_\_\_ do hereby appoint and constitute \_\_\_\_\_ represented in this act by its President/Owner, Mr./Ms. \_\_\_\_\_, of legal age, Filipino, with office address at \_\_\_\_\_, Philippines, as my true and legal representative to act and in my name and to perform the following acts and deeds, to wit:

- A. To represent the Company/Agency before any and all government and private offices/agencies in the Philippines.
- B. To enter into any and all contracts with any persons, corporations, institutions or entities in a joint venture or as partner in the recruitment, hiring and placement of Overseas Filipino Workers for overseas employment.
- C. To sign, authenticate, receive and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making necessary actions to facilitate the departure of the recruited Overseas Filipino Worker in accordance with the Labor Code of the Philippines, as amended, and its rules and regulations.
- D. To file suit, defend and enter into any compromises/settlements for and in behalf of the Employer/Foreign Principal in litigations involving recruitment, hiring and employment of Overseas Filipino Worker for the said employer.
- E. To assume jointly and solidarily with the Employer/Foreign Principal any liability/responsibility that may arise in connection with the recruitment, hiring and employment of the Overseas Filipino Worker including full implementation of the Employment Contract.

HEREBY GRANTING unto my said representative full power and authority to execute or perform whatsoever requisite or proper to be done in the premises fully to all intent and purposes as I might, or could lawfully do if personally present, with the power of substitution and revocation and hereby ratifying and confirming all, that my said legal representative or his substitute shall lawfully do or cause to be done under and by virtue of these presents.

**IN WITNESS WHEREOF**, WE have hereunto sign our name and affix our signature this \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_.

**For the Hong Kong Agency:**

**For the Philippine Agency:**

\_\_\_\_\_  
(Signature over printed name/ agency chop)

\_\_\_\_\_  
(Signature over printed name/ agency chop)

**Signed in the presence of:**

\_\_\_\_\_  
Witness  
(Signature over printed name)

\_\_\_\_\_  
Witness  
(Signature over printed name)

**SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

I, \_\_\_\_\_ of legal age, Filipino citizen, with office address at \_\_\_\_\_ Philippines, in my capacity as Director/Manager/Owner of \_\_\_\_\_ do hereby appoint and constitute \_\_\_\_\_ represented in this act by its President/Owner, Mr./Ms. \_\_\_\_\_, of legal age, with office address at \_\_\_\_\_, Hong Kong, as my true and legal representative to act and in my name and to perform the following acts and deeds, to wit:

- A. To represent the Philippine Recruitment Agency (PRA) in any conciliation/mediation/hearing/RFAs conducted at POLO Hong Kong.
- B. To enter into amicable of settlement with any person in relation to any complaints and/or request for assistance (RFAs) filed at POLO Hong Kong against our agency related to Recruitment and/or deployment of OFWs.
- C. To sign the amicable settlement, authenticate, receive and deliver all documents necessary to complete any transaction related to such complaint and/or request for assistance (RFA), including making necessary actions to facilitate the settlement of such complaint and/or by RFA by Overseas Filipino Worker in accordance with the prescribed rules on Conciliation and Mediation.
- D. To assume any liability/responsibility that may arise in connection with the settlement agreement entered into by the hereto representative for and in behalf of our agency.

HEREBY GRANTING unto my said representative full power and authority to execute or perform whatsoever requisite or proper to be done in the premises fully to all intent and purposes as I might, or could lawfully do if personally present, with the power of substitution and revocation and hereby ratifying and confirming all, that my said legal representative or his substitute shall lawfully do or cause to be done under and by virtue of these presents.

**IN WITNESS WHEREOF**, WE have hereunto sign our name and affix our signature this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_.

**For the Philippine Agency:**

**For the Hong Kong Agency:**

\_\_\_\_\_  
(Signature over printed name/ agency chop)

\_\_\_\_\_  
(Signature over printed name/ agency chop)

**Signed in the presence of:**

\_\_\_\_\_  
Witness  
(Signature over printed name)

\_\_\_\_\_  
Witness  
(Signature over printed name)

**JOINT AFFIDAVIT**

WE

---

(Name of Philippine Agency)

a duly licensed private recruitment agency existing under the laws of the Philippines and registered with the Department of Labor and Employment (DOLE), Republic of the Philippines, with office address at \_\_\_\_\_, Philippines, represented by its Manager/President/Owner, Mr./Ms. \_\_\_\_\_;

-and-

---

(Name of Hongkong Agency)

a duly licensed company/manpower employment agency operating under the laws of Hong Kong-SAR, with office address at \_\_\_\_\_, Hong Kong-SAR represented by its Manager/ Director/Owner, Mr./Ms. \_\_\_\_\_; after having sworn to in accordance with law do hereby depose and state:

1. That we have applied for accreditation for the recruitment and deployment of Overseas Filipino Workers in accordance with the DOLE Department Order No.13, series of 1994, and other related issuances.
2. That we shall comply with the issuances/mandates of the Philippine Overseas Employment Administration (POEA) such as, but not limited to, Governing Board Resolutions (Memorandum Circular Nos. 10, 11, 12 & 14 issued on 26 November 2006).
3. That as one of the conditions for the continuous implementation of that aforementioned privileges we jointly undertake to:
  - a) Assure faithful implementation of the terms and conditions stipulated in the Employment Contract;
  - b) Allow the hired Overseas Filipino Workers to notify the Philippine Overseas Employment Office (POLO)/Philippine Embassy/Consulate of his/her arrival within two (2) days of such arrival; and
  - c) Allow the Overseas Filipino Worker to participate in the skill enhancement program at the (POLO)/Philippine Embassy/ Consulate Office.

4. That airfare of the Overseas Filipino Worker including all documentary requirements shall be provided for free by the Employer and that any advance payment made by the Overseas Filipino Worker shall be reimbursed by the Employer.
5. That no deductions shall be made from the regular salary of the Overseas Filipino Worker other than compulsory contributions prescribed by law.

**IN WITNESS WHEREOF**, WE have hereunto sign our name and affix our signature this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_.

**For the Hong Kong Agency:**

**For the Philippine Agency:**

\_\_\_\_\_  
(Signature over printed name/ agency chop)

\_\_\_\_\_  
(Signature over printed name/ agency chop)

**Signed in the presence of:**

\_\_\_\_\_  
Witness  
(Signature over printed name)

\_\_\_\_\_  
Witness  
(Signature over printed name)



## AGENCY'S UNDERTAKING

I, \_\_\_\_\_ Owner or Managing Director of applicant, \_\_\_\_\_ a duly registered employment agency in Hong Kong, with office address at \_\_\_\_\_

herein referred to as Agency, do hereby undertake the following duties and responsibilities as condition for the approval of my application for renewal of my accreditation or my application for additional job order, for the protection of Overseas Filipino Workers (OFWs) whom we have hired from the Philippines to Hong Kong, to wit:

### **GENERAL OBLIGATIONS**

1. To comply with the issuances/mandates of Philippine Overseas Employment Administration (POEA) such as, but not limited to, Governing Board Resolutions (Memorandum Circular Nos. 10, 11, 12 & 14 dated November 26, 2006);
2. To STRICTLY COMPLY with the POEA policy of "NO PLACEMENT FEE" collection from applicant and deployed Household Service Worker (HSWs);
3. To cease and desist from forcing/facilitating/misleading OFWs in applying for personal loan with any banking or financing institution and subsequently collect from them or instruct them to surrender or deposit part or the full amount of the loan granted to cover the cost of their placement fees, or any fees not allowed by Philippine or Hong Kong laws, or not consented to by the OFW;
4. To refrain from making use of the services of sub-agents, employment agencies which are licensed to do business by the Employment Agencies Administration of the HK Labor Department but are not accredited by the Philippine Overseas Labor Office/POEA, and to acknowledge that engaging in this practice could lead to the suspension or cancellation of the accredited agency's Certificate of Accreditation;
5. To brief OFW employers properly about their obligations under Employment Ordinance, Immigration Law, Employees' Compensation Ordinance, and Standard Employment contract; to apprise them of Filipino traditions and practices, example, Filipinos usually take a bath daily, Filipinos are rice-eaters which means rice and viand are the Filipinos staple foods which they usually eat three (3) times a day; and to encourage employers to provide enough time for their helper to adjust to the new work environment and Hong Kong/Chinese culture;
6. To monitor the employment of OFWs and to submit report immediately to the POLO HK of significant incident relative thereto;

### **ARRIVAL AND ADJUSTMENT PERIOD**

7. To pick up OFWs from the airport on time and bring them to the residence of their employers or to the agency's boarding house, and ensure that they apply for Hong Kong identification card and register with Philippine Consulate General within seven (7) days from arrival in Hong Kong;

8. To submit list of newly-arrived OFWs for the month detailing their names, employers, addresses, contact numbers and arrival dates to the Philippine Overseas Labor Office (POLO) every 5th day of the following month;
9. To send newly-arrived OFWs in Hong Kong to the Post Arrival Orientation Seminar conducted by the Philippine Consulate General on the scheduled date;

#### **PRE-TERMINATION, POST-TERMINATION AND REPATRIATION**

10. To refrain from requiring OFWs to perform duties outside of the standard employment contract, whether or not in collusion with employers, in violation of the worker's conditions of stay, or in violation of the Code of Practice for Employment Agencies, or in violation of any provision of the contract thereof through a separate agreement and/or waiver signed by OFWs that they can do part-time jobs with other employers;
11. To desist from directly or indirectly encouraging employers to terminate the employment of any OFW whom they have deployed or engaged, and for whatever cause or reason;
12. To ensure that OFWs are not coerced into signing false resignation/termination letter and/or receipts of monetary entitlements and misleading agreements, such as "Mutual termination agreement or letter" signed by both employers and OFWs aimed at misrepresenting the true state of facts and/or depriving the OFWs of rights or benefits due the latter;
13. To extend assistance to OFWs in claiming monetary entitlements from their employers in cases of pre-termination of contracts. In such cases, POLO should be informed within 24 hours from the time the OFWs leave the place of work;
14. To provide stranded/pre-terminated *OEMs* with appropriate temporary accommodation and food, free of charge, until such time that their case/s and/or claims are settled and the aforementioned OFWs are able to find new employers at no cost to the OFWs. For this purpose, the agency shall establish and maintain a rooming or boarding house where such OFWs may be housed pending settlement/resolution of their cases;
15. To allow the aforementioned pre-terminated OFWs while in the agency's custody to freely communicate with their family and with the Philippine Consulate General.
16. To allow POLO staff to visit accommodation facilities and make inquiries as to the adequacy/reasonableness of the free food provided and on the treatment of stranded/pre-terminated OFWs while in custody;
17. To refrain from holding the OFWs' passports, employment contracts, HK identification cards and other documents either on the agency's own accord or upon instruction of employers for whatever purpose(s);
18. To provide assistance to workers in distress, Such as the sick or injured, by or those terminated in the middle of the night and left without accommodation by the employer, or brought to the police station for whatever reason;

19. To ensure that employers bear the cost of the OFWs' passage from their places of origin to Hong Kong and back to their places of origin upon expiry or pre-termination of contract as stipulated under clause 7 (a) and 7 (b) of the standard employment contract;
20. To ensure that the air ticket provided by employers to terminated workers or those who are vacationing after the completion of the 2-year contract carry a free baggage allowance of at least 30 kilos;
21. To refrain from sending OFW applicants to personally submit their employment contracts and other documents for verification by POLO through individual processing instead of agency contract processing;
22. To refrain from making any arrangement for extension or transfer of employment of a household service worker except upon prior verification and approval of POLO;
23. To ensure the repatriation of distress OFWs or his/ her remains including the transport of his/her personal effects including the cost attendant thereto if necessary;
24. To acknowledge the authority of the Philippine Overseas Labor Office of Hong Kong to impose the following administrative sanctions in case of violation of any or all of the above, as such other regulations as may be imposed by the Philippine Overseas Employment Administration and the Philippine Overseas Labor Office in Hong Kong from time to time:

Violation	Administrative Sanction
<p>Allowing its chop and/or facilities to be used by a sub-agent, defined by the HK employment agency licensed by the HK Government to operate as an employment agency but not accredited by the Philippine Overseas Labor Office of Hong Kong, for the purpose of processing an employment contract involving an Overseas Filipino Worker, as may be evidenced by a copy of the employment contract bearing the chop of the accredited agency or by deployment reports which exceed the number of workers allowed by verified job orders.</p>	<p>Immediate suspension of the privilege to process employment contracts at POLO-HK, followed by a letter to POEA recommending the cancellation of the agency's Certificate of Accreditation.</p>
<p>Collecting commission or fees in excess of what is allowed by the HK government, or participating in a scheme whereby fees not authorized to be collected by the Philippine Government from the worker are charged against the worker in whatever artifice or manner, whether fully or installments.</p>	<p>Immediate suspension of the privilege to process employment contracts at POLO-HK, followed by a letter to POEA recommending the cancellation of the agency's Certificate of Accreditation.</p>

Collecting fees from the workers for staying in the boarding house of the agency	One month suspension of the privilege to process employment contracts at POLO-HK. Three violations of the same kind shall merit the indefinite suspension of the authority to process employment contracts, followed by a letter to POEA recommending the cancellation of the agency's Certificate of Accreditation.
Withholding passport, HK Identity Card and other documents of identity for whatever reason or conniving with the employer to commit the same.	Immediate suspension of the privilege to process employment contracts at POLO-HK, followed by a letter to POEA recommending the cancellation of the agency's Certificate of Accreditation.
Failure to meet at the airport of failure to report the arrival of the worker, failure to send or bring the worker to POLO to attend the PAOS, or failure to provide assistance to sick or injured workers.	One month suspension of the privilege to process employment contracts at POLO-HK. Three violations of the same kind shall merit the indefinite suspension of the authority to process employment contracts, followed by a letter to POEA recommending the cancellation of the agency's Certificate of Accreditation.
Conniving or colluding with employer to make worker breach her condition(s) of stay.	Immediate suspension of the privilege to process employment contracts at POLO-HK, followed by a letter to POEA recommending the cancellation of the agency's Certificate of Accreditation.

It is our understanding that the above administrative sanctions are without prejudice to any administrative proceedings that may be instituted against us at the POEA in Manila.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201 at Hong Kong SAR.

\_\_\_\_\_  
Signature of Owner/Manager/Agency Chop

**WITNESSES:**

\_\_\_\_\_  
(Name and Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Signature)

\_\_\_\_\_  
(Date)



**ETHICAL RECRUITMENT UNDERTAKING**

I, \_\_\_\_\_ of  
\_\_\_\_\_(Name of agency) with  
address at \_\_\_\_\_  
and with HK License to Operate an Agency valid until \_\_\_\_\_,  
and POEA Accreditation Certificate No. \_\_\_\_\_, valid until  
\_\_\_\_\_, hereby undertake to do the following as a condition  
for the approval of original issuance, or renewal, or dual accreditation or cancellation,  
of a Certificate of Accreditation with the Philippine Overseas Labor Office, or to  
support my application for additional job order:

- 1) That I shall not engage in business practices in the recruitment, deployment and placement of migrant domestic workers in Hong Kong that will make them vulnerable, directly or indirectly, to the risks of human trafficking for the purpose of forced labor, modern-day slavery or exploitation in general;
- 2) That I shall never engage in third-country recruitment and deployment, in whatever form or manner;
- 3) That I shall not interfere with, persuade, entice, mislead or compel the Filipina domestic helper whom I have recruited, deployed, and placed in Hong Kong to obtain a loan or any financial product from any financial institution or moneylender in Hong Kong, whether or not such loan is for the direct benefit of the domestic helper and/or her family or for the payment of any commission or fee for my company or for the Philippine recruitment agency I have partnered with, nor shall I connive with the employer to deduct from the wages of the worker any amount for the above-purpose;



- 4) That I shall not withhold the workers' passport, Hong Kong ID or any identity card for whatever reason or purpose, and to report to the police or the Philippine Consulate-General any employer who withholds the worker's passport or HK ID or any identity document for whatever reason;
- 5) That I shall not allow my business chop or seal to be used by another agency, whether accredited or not by the Philippine Overseas Labour Office, or allow my facilities or personnel to be used by the latter agency, or make it appear that the contract(s) and/or other employment documents submitted to POLO for verification have originated from my office, when in fact it did not;
- 6) That I shall place the Filipino domestic helpers whom I have recruited or deployed to employers whom I know and thoroughly assessed to be an employer qualified under the rules of the Immigration Department to hire a migrant domestic worker, or who has no adverse record of abusing or maltreating migrant domestic workers;
- 7) That before I accept the business of a prospective employer, I will make sure that I have screened him or her for any adverse record, and for this purpose, I will ask him or her for statements from his or her former domestic workers about their treatment whilst under his or her employ;
- 8) That before I accept the business of a prospective employer, I will make sure that the domestic worker has suitable accommodations, and will be paid food allowance, when it is required;
- 9) That neither I, nor any of my company staff or officers, or any other person acting in my behalf, or in behalf of the company, shall charge, collect or receive any money from the migrant domestic worker in payment of any fee or commission in excess of what is allowed under Hong Kong and Philippine laws;



- 10) That I shall keep and maintain, singly or in a cost-sharing arrangement with another accredited agency, a shelter of suitable size and facilities for the migrant domestic helpers I have deployed and placed in Hong Kong, free of charge, but who need temporary shelter as a result of having been released and or terminated by the employer, or just for taking rest on their rest days, the expenses for the upkeep of which shall not be passed on to the migrant domestic workers;
- 11) That I shall visit or attend to the migrant domestic workers I have deployed and placed in Hong Kong who have fallen ill, been hospitalized, or who requires urgent medical attention;
- 12) That I shall not connive with my partner Philippine recruitment agency in the charging, collection, receiving or remittance of any fee or commission in payment of any placement fee, training fee, or such other fees not allowed under POEA rules and regulations, or training fees clearly in excess of reasonable rates for training;
- 13) That I shall be responsible for orienting and providing knowledge and information to my client-employers about their responsibilities to their migrant domestic helpers, and how to treat them decently, and how to make an effort to understand their situation being away from their families, and just trying to earn a living in Hong Kong to be able to support their families, and to advise their workers to stay away from harmful influences such as the pernicious influence of moneylenders;
- 14) That I shall establish and maintain a case management and workers' welfare support system that includes at the minimum, counselling, case management, welfare monitoring and reporting, airport assistance, hospital visit, shelter provision and repatriation services;



- 15) That I shall visit or attend to the migrant domestic workers I have deployed and placed in Hong Kong, who have fallen ill, been hospitalized, or who require urgent medical attention;
- 16) That it is likewise my responsibility to provide support and assistance to migrant domestic workers coming to work for the first time in helping them settle and socially integrate, as well as give them relevant information, such as what to do when seeking the assistance of the police, the Philippine Consulate-General and the Philippine Overseas Labor Office, hospital and churches;
- 17) That I shall not interfere with the exercise by the migrant domestic helpers I have deployed and placed in Hong Kong of their right to self-organization, including the right to join associations of migrant domestic workers of their choice;
- 18) That I accept and recognize the right of POLO-Hong Kong to cancel or suspend my accreditation if I violate any of the above undertakings, and to return the Certificate of Accreditation POLO-Hong Kong, in case of suspension, or when asked to by POLO-HK;

In witness whereof, I have hereunto affixed my signature

---

Name/Signature of Affiant/Agency Chop



**SWORN STATEMENT**

I, \_\_\_\_\_ with HK ID No. \_\_\_\_\_, of legal age,  
Manager/Director/Owner of \_\_\_\_\_  
with office address at \_\_\_\_\_  
authorized to do recruitment business under License No. \_\_\_\_\_ issued by  
Hong Kong Labour Department, hereby state that  
\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ have no derogatory nor pending case before any  
court/tribunal in Hong Kong-SAR.

This statement is being undertaken in partial fulfillment of the requirement for accreditation with the Philippine Overseas Employment Administration (POEA).

IN WITNESS WHEREOF, I have hereunto signed my name and affix my signature  
this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_, at \_\_\_\_\_.

**For the Hong Kong Agency:**

\_\_\_\_\_  
*(Signature over printed name/ agency chop)*  
*Position/Designation in the Recruitment Agency*

**Signed in the presence of:**

\_\_\_\_\_  
Witness  
(Signature over printed name)

\_\_\_\_\_  
Witness  
(Signature over printed name)