



**DEPARTMENT OF MIGRANT WORKERS
MIGRANT WORKERS OFFICE
WASHINGTON, D.C.**



MWO-WDC MEC-RN

ACCREDITATION (NEW AND RENEWAL) OF PRINCIPAL/EMPLOYER RECRUITING FILIPINO NURSES

ADDENDUM TO THE MASTER EMPLOYMENT CONTRACT

Employer/Principal : _____
Philippine Recruitment Agency : _____

This addendum amends the master employment contract of the abovenamed employer/principal, which shall apply to all individual contracts of EB-3 nurse employees recruited through the abovenamed Philippine recruitment agency (PRA).

The following additional terms and conditions of employment are included in the master employment contract:

Payment of Breach Fees/Liquidated Damages

1. The Nurse shall not be required to pay any liquidated damages and/or breach fees if the termination is due to any of the enumerated just causes of termination by the Nurse.

Just Causes of Termination by Nurse:

- a. When the employer/company or its agents commit any of the following offenses: (i) failure to provide the Nurse with the job to which he/she was contracted or to provide an equivalent substitute job with equal or better employment terms; (ii) discrimination in all types work situations due to the Nurse's race, color, religion, sex including pregnancy, gender identity and sexual orientation, national origin, age, disability or genetic information or due to his/her filing of discrimination or participation in an employment discrimination investigation or lawsuit; (iii) subjecting the Nurse to unsafe and unhealthy workplace; (iv) commission of a crime against the Nurse; and (v) violation of the terms of the contract.
 - b. When the Nurse becomes unable to perform his/her contractual obligations because of serious physical injuries/health problems or death that occurred during his/her employment under the employer.
2. The Nurse understands that the employer has incurred costs, and the employer shall have the right to demand from the Nurse the payment of liquidated damages/breach fees when the cause of termination is other than any of the enumerated just causes of termination by the Nurse.
 3. The amount of liquidated damages/breach fees shall not constitute a penalty or punishment and shall be limited to an estimate of the costs incurred by the employer/company in connection with the recruitment, deployment, and relocation of the Nurse. The Nurse may request the employer/company to provide an itemized list of costs that he/she is obligated to repay under applicable federal and state laws.
 4. The amount of liquidated damages/breach fees shall be pro-rated and will be reduced for every month of service rendered by the Nurse.

Termination by Employer Without Cause/Notice

If the employer terminates the employment of the Nurse without just cause or without providing adequate notice before the end of the contract, the employer shall be liable for breach of contract. In such cases, the Nurse shall be entitled to avail of the legal remedies under applicable federal and state laws.

Payment of Repatriation Expenses

In case of termination of employment by the Nurse with just cause, and if such Nurse decides to return to the Philippines, the employer shall pay for the latter's repatriation expenses.

The employer/principal/PRA shall have the obligation to attach a copy of this Addendum to the individual employment contract, in case the provisions stipulated herein are not incorporated in such individual employment contract.

 Signature over Printed Name
 Employer/Principal

 Signature over Printed Name
 Philippine Recruitment Agency