

THIS AGREEMENT is made this Day of 2008.

BETWEEN: SOLOMON ISLANDS GOVERNMENT
of PO Box G10, Honiara (referred hereinafter as 'the Government') of one part,

AND: _____
of _____
(referred hereinafter as 'the Agency') of the other part.

CONDUCT OF SEASONAL RECRUITMENT AGENCIES

Whereas:

- (1) The Government is desirous in allowing Solomon Islanders to become Seasonal Workers in the Host Country set out in Schedule 1 of this Agreement;
- (2) The Government is desirous in ensuring that the Seasonal Workers are adequately paid and financially benefit from their time in the Host Country; and
- (3) There is a shortage of workers in the horticulture and viticulture industries in the Host Country and that the Government recognises the mutual benefit in supplying that shortfall using workers from Solomon Islands.

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“The Government” refers to the Solomon Islands Government.

“The Oversight Committee” refers to the Labour Mobility Oversight Committee, chaired by a representative of the Department of External Trade and including representatives of the Labour and Immigration Divisions.

“The National Coordinator” refers to the Labour Mobility National Coordinator, appointed by the Oversight Committee.

“The Agency” refers to the recruitment agency signatory to this agreement.

“The Scheme” refers to the legal and organisational arrangement under which the Worker is permitted to temporarily visit the Host Country to work for the Employer.

“The Worker” refers to the person recruited by the Agency for the purposes of employment under the Scheme.

Legal Text LM.5

“The Host Country” refers to the country, as set out in Schedule 1 of this Agreement, whose government provides the Scheme and where the Employer is based.

“The Employer” refers to the Worker’s employer in the Host Country.

“The Contract” refers to the employment contract signed between the Worker and the Employer.

“The Certificate” refers to the license to act as a recruitment agency for the purpose of the Scheme, granted by the Government to the Agency; “Certification” refers to the process of gaining a Certificate.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing the gender include every gender;
- (c) words importing persons include natural and juridical persons, bodies corporate and unincorporate, associations and partnerships;
- (d) references to any document (including this Agreement) are references to that document as amended, consolidated, supplement, novated or replaced from time to time;
- (e) references to paragraphs, Clauses and Recitals are references to paragraphs and clauses of, and recitals to, this Agreement;
- (f) references to Parties or to any Party shall include references to their or its respective successors and permitted assigns; and
- (g) headings are inserted for convenience only and shall not affect the construction of this Agreement.

2.0 GRANT AND TERM

2.1 The term of this Agreement shall commence on the date hereof and shall continue in force for a period of days expiring on, (“the Term”).

2.2 Subject to and in accordance with the terms of this Agreement the Government hereby appoints the Agency to be the an agent of the Employer in the Host Country to select and recruit Seasonal Workers for employment in the Host Country.

3.0 OBLIGATIONS OF THE AGENCY

3.1 The Agency shall undertake the pre-screening of workers based on the Employer’s Qualification Standards (“QS”).

3.2 The Agency shall ensure that the Workers complete a full medical examination.

Legal Text LM.5

- 3.3 The Agency must submit, or require the Worker to submit, two feedback forms to the National Coordinator. The first is to be submitted before the Worker begins employment in New Zealand, and the second is to be submitted within thirty (30) days of the end of the Worker's contract. Feedback forms can be obtained, free of charge, from the National Coordinator.
- 3.4 The Agency must respect all regulations relating to fees and charges levied on Workers laid down by the Host Country. Where the Host Country forbids any such charge, under no circumstances may the Agency charge Workers directly for any benefit or service.
- 3.5 The Agency must ensure that a copy of the Contract of each Worker is submitted to the National Coordinator before the Worker departs for the Host Country.
- 3.6 The Agency shall endeavour to comply with any additional requests for information from the National Coordinator or Oversight Committee.
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- 3.7 Personal Records of the Workers are to be kept confidential and are not be disclosed to any other parties except:
- (a) for the purposes of obtaining Visa;
 - (b) to the Government for the purposes of monitoring and evaluation of the Scheme;
 - (c) or whereby consent is expressly given by the owner of such information.

PRE-DEPARTURE REQUIREMENTS

- 3.8 The Agency shall ensure that the worker prior to departure shall have in his or her possession all of the items outlined in Schedule 2 of this Agreement:

4. TERMINATION

- 4.1 If the Agency breaches any material term of this Agreement and fails to cure that breach or reach other satisfactory arrangements in relation thereto within fourteen (14) days of receiving notice of such breach from the Government, then the Government may immediately terminate this Agreement by giving written notice of termination to the Agency.
- 4.2 In the event that the Agency is in breach of the terms of this agreement, the National Coordinator may require the Agency to pay a fine within seven (7) days of the Notice sent to the Agency. The amount of the fine shall be determined in accordance with procedures laid down by the Oversight Committee and notified to the Agency within seven (7) days of the breach.

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- 4.3 Should the Agency fail to pay within the period of time specified in paragraph 4.2, the National Coordinator shall withdraw the Agency's Certificate.
- 4.4 In the event that the National Coordinator withdraws the Agency's Certificate, the Agency must cease all activities relating to recruiting new workers. The withdrawal of the Agency's Certificate in no way relieves the Agency of duties and responsibilities towards employees already in the Host Country.

5. CONSEQUENCES OF TERMINATION

Upon the termination of this Agreement for any cause, neither Party hereto shall be liable to the other in respect of any damages, costs, expenses or liabilities by reason of such termination except such damages, costs or liabilities as may have arisen as a result of a breach of this Agreement prior to the date of termination of this Agreement.

6. NOTICES

- 6.1 All notices and other communications required to be given under this Agreement shall be in writing and shall be sent to the recipient by hand, telegram, prepaid post or facsimile transmission.
- 6.2 Without limiting any other means by which Party may be able to prove that a notice or other communication has been received by the other Party, a notice or other communication shall be deemed to be duly received:
- (a) if sent by hand or telegram, when left at the address of the recipient;
 - (b) if sent by pre-paid post, three (3) days after the date of posting; or
 - (c) if sent by facsimile transmission, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was transmitted in its entirety to recipient's facsimile number.
- 6.3 All notice and other communications shall be sent to the recipient at the address or facsimile number set out below or to such other address or facsimile number as a Party may from time to time notify to the other in writing:

(a) to the Government:

Address: Ministry of Foreign Affairs and External Trade
P O Box G10
Honiara
Solomon Islands

Attention: Director of External Trade

Facsimile No: (677) 21351
(b) to Agency:

Address:

Attention:

Facsimile No:

7.0 RIGHT OF APPEAL

7.1 The Agency shall have the right to appeal against the decision of the National Coordinator to impose a fine or to revoke the Agency's Certificate under Clause 4.3.

7.2 In order to do so, it shall notify the National Coordinator of its intention to appeal his decision within fourteen (14) days of that decision being notified to the Agency.

7.3 Upon its receipt of the Appeal, the Oversight Committee ("OC") shall appoint an arbitrator within three (3) working days of the Appeal. The NSC shall then make arrangements for an appeal hearing within fourteen (14) days of receiving notification of the Agency's intent to appeal.

7.4 The Agency shall suspend all activities relating to recruiting new workers whilst waiting for an appeal to begin. The Agency shall not in any way be relieved of duties and responsibilities towards employees already in the Host Country whilst waiting for an appeal to begin.

7.5 The appeal shall be heard by the Arbitrator. The National Coordinator and the Agency, or their representatives, shall, in turn, be granted the opportunity to make a full statement to the Arbitrator. The Arbitrator shall then have the opportunity to request further information to be provided by either side as necessary. The Arbitrator shall then decide whether the decision of the Oversight Committee shall be upheld or overturned. The Arbitrator shall inform the Agency and Oversight Committee of his decision promptly. The decision of the Arbitrator shall be final, and no further appeal shall be permitted by either side.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Solomon Islands and the Parties hereby agree to submit to the exclusive jurisdiction of the court of the Solomon Islands.

Legal Text LM.5

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first hereinbefore written.

SIGNED by _____)
for and on behalf of _____)
SOLOMON ISLANDS GOVERNMENT)
in the presence of: _____)

(Witness)

SIGNED by _____)
for and on behalf of _____)
THE AGENCY)
in the presence of: _____)

(Witness)

SCHEDULE 1

Host Country	Name of Scheme
New Zealand	Recognised Seasonal Employers

SCHEDULE 2

Name of Scheme	Items each worker must have on arrival in host country
Recognised Seasonal Employers	At least NZ\$100 in cash A return ticket A duly signed copy of his or her employment contract, unless this has already been transmitted to his or her employer