

**[POEA MEMORANDUM CIRCULAR NO. 10,
February 06, 1995]**

**ADOPTION/IMPLEMENTATION OF THE AMENDED STANDARD
EMPLOYMENT CONTRACT FOR FILIPINO PERFORMING ARTISTS
BOUND FOR JAPAN**

Pursuant to Department Order No. 3, Series of 1994 and in order to promote the general welfare and protect the interest of Filipino Performing Artists employed overseas, the attached Standard Employment Contract (SEC) as amended shall be used by all concerned in the employment of Filipino performing artists bound for Japan.

The SEC, as amended, provides for the minimum requirements/standards for the employment of Filipino performing artists in Japan. Contract with provisions or benefits over and above those provided in this amended SEC shall, however, be honored and implemented.

The Adjudication Office of this Administration shall decide all disputes and claims in accordance with the provisions provided for under this Standard Employment Contract.

This Circular supersedes any and all previous issuances that are inconsistent herewith.

This Circular takes effect immediately.

For strict compliance.

Adopted: 6 Feb. 1995

(SGD.) FELICISIMO O. JOSON
Administrator

**MODEL EMPLOYMENT CONTRACT FOR FILIPINO PERFORMING ARTISTS BOUND FOR
JAPAN**

This CONTRACT is entered into by and between:

A. THE JAPANESE AGENCY: _____

Address: _____

Tel. No. _____ Fax No. _____

hereinafter known as the EMPLOYER represented by his/her authorized
PHILIPPINE AGENT _____

_____ with _____ address
at _____

Tel. No. _____ Tlx/Fax No: _____

AND

B. THE PERFORMING ARTIST:

Address: _____

ARB No: _____

Certificate of Competency No.: _____

Category: _____

Age: _____ Civil Status: _____

Passport No.: _____

Insurance Beneficiary/Nearest Kin: _____

Address: _____

FILIPINO TALENT MANAGER: _____

Address: _____

The ABOVE PARTIES in this contract hereby agree to the following terms and conditions on overseas entertainment/engagement/performance:

1. DURATION AND EFFECTIVITY OF CONTRACT:

1.1 Duration: _____
subject to extension for another 3 months upon mutual agreement of both parties.

1.2 Effectivity: Upon Performing Artist's departure from the Philippines.

2. PERFORMANCE VENUE: _____

OWNER: _____

Address: _____

3. COMPENSATION: Minimum monthly compensation in accordance with pertinent Japanese laws, the computation of which shall commence on the day of departure from the Philippines. Said compensation shall be paid monthly directly to the Performing Artist by the employer.

4. HOURS OF WORK, RESTDAY AND OVERTIME

4.1 Hours of work: Maximum of six (6) hours per day.

4.2 Four (4) restdays a month