



Office No -3 ,WZ-56,Sarbati Complex ,
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Email: hr@clickforcareer.com
Website: www.clickforcareer.com

RECRUITMENT AGREEMENT

This Recruitment Agreement is entered into on this day of **Date** between **ABC** hereinafter jointly referred to as the "**Client**" and **Click For Career Consultancy**, Private Entrepreneur duly organized and existing under and by virtue of the Laws of New Delhi approved by the Government of India and hereinafter referred to as the "**Agent**".

A. General Definitions

- A.1 "**Client**" shall mean the Employer supplying work to a Candidate in accordance with the terms and conditions set out in the Letter of Offer and in conformity with the provisions of the **Country** Labor Law.
- A.2 "**Agent**" shall mean (Name of Agent), the recruitment company cooperating with The Client on a contractual basis to screen Candidates for employment in COUNTRY.
- A.3 "**Candidate**" shall mean the person or persons introduced by the Agency to The Client according to the specific criteria with the further aim of employment in COUNTRY.
- A.4 "**Employee**" shall mean the person or persons offered employment with The Client upon successful interview.
- A.5 "**Letter Offer**" shall mean the formal document issued to a successful Candidate/s by The Client setting out terms and conditions of employment.
- A.6 "**Placement Fee**" shall mean the total amount agreed between the parties as consideration for services rendered and as set out in section D of this agreement.

B. The Agency's Obligations

- B.1 The Agent is authorized to recruit employees from **India** and other countries as and when required by the Client, upon individually approved requests.
- B.2 The Agent will provide suitable CV's along with photograph, passport copies, training certificates, educational certificate and reference letter, after screening out the concerned candidates and will arrange for interviews of the short listed and prescreened candidates by a representative of the Client at an agreed place and time if required.
- B.3 The Agent will require a period of 3-4 weeks to search for, locate, screen and profile suitable candidate for the position(s) required. The Agent shall arrange to inform the candidates by the most effective and reliable method and to have them ready for interview.
- B.4 The Agent shall advise the selected candidate to obtain health clearance relevant to the requirements of the country of residence and of the requirement of the Client.
- B.5 The Agent shall be responsible for attending to and assisting selected Candidate/s with all formalities such as local authorities clearance, taxes and government fee payment (whereas applicable), passport issuance and travel arrangement.

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- B.6 The Agent will endeavor to use all reasonable recourses to deploy the selected candidates with minimum possible delay.
- B.7 The Agent shall ensure that all selected candidates have no other commitments with any other employers and obtain clearance from the previous employer prior to their departure to COUNTRY.

C. The Client's Obligations

- C.1 The Client shall provide the Agent with sufficient information concerning the age range, educational requirements, required experience, together with any stipulations concerning citizenship and language requirements that the Agent should apply as criteria to be employed when sourcing, selecting, and submitting suitable potential Candidates;
- C.2 The Client shall also provide the Agent with sufficient information concerning any suitable open positions, the salary being offered including other benefits, work duties, travel considerations, career potential and the duration of the candidate search.
- C.3 The Client shall conduct telephone or personal interviews with shortlisted Candidate/s according to the schedule coordinated with the Agent.
- C.4 It is the responsibility of the Client to check and obtain any further references required and to confirm any professional or academic qualifications stated on the Candidates CV and to verify that the Client is in good health.
- C.5 The Client is responsible for obtaining of the relevant employment and residence permits required for the position and the duration of the employment contract.
- C.6 The Client shall notify the Agent, in writing, immediately upon the Candidates acceptance of a Letter of Offer with confirmation of the date of commencement of such engagement (the "Commencement Date").
- C.7 The Client shall send the Employment Visa for the Employee within 45days from the receipt of all the necessary documentation according to the legislation of COUNTRY unless such visa is refused by the COUNTRY authorities.
- C.8 The Client shall ensure the Employee with a single airfare ticket to the COUNTRY from (home airport).

D. Fee Structure & Terms of Payment

- D.1 The Client is obliged to pay to the Agency a Placement Fee for each successful Candidate introduced by the Agent and employed upon receipt of required employment and residence visas from the relevant COUNTRY Authorities.
- D.2 The Placement Fee shall be as a Fixed Fee which would be 8.33% of Gross annual salary for every successful placement.

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D.3 Placement Fees will be invoiced on the start date of the Candidate and is payable within 30 days by wire transfer to the Bank Account nominated by the Agent. The Placement Fee remains payable should the employer make the Candidate's position redundant after the start date.

D.4 Recruitment Fees will be payable for any Candidate employed as a consequence of or resulting from an introduction to the Client and is also payable for Candidates employed by the Client within 6 months of an introduction by the Agent.

E. Guarantees by the Agent to the Client

E.1 The Agent guarantees the free of charge replacement of any Candidate hired according to the terms and conditions stipulated herein in the event of a Candidates resignation, other than for non-fulfillment of contractual terms by the Client, within the period of 3 (three) months or if terminated by the Client for any reason, other than redundancy or retrenchment, within 3 (three) months, including the change in the medical condition of the Candidate upon arrival in the COUNTRY and commencement of employment.

E.2 The Agent guarantees such replacement within 30 days from notification of such termination.

E.3 The Client must notify the Agent in writing within 7 days of the termination of the employment, otherwise the date of notification will be deemed as the date of termination for replacement & refund purposes.

E.4 In the event of the Agent being unable to supply a suitable replacement Candidate within a 30 day period, the Placement Fee paid shall be refunded in full.

E.5 A successfully introduced Candidate will not be approached by the Agent for any other position or employed by the Agent until completion of 24 months from the date of the Candidates start date.

E.6 These guarantees shall only valid if the Placement Fees has been fully paid within 30 days of the date of the invoice and notification in writing has been given to the Agent of a Candidate's termination of employment.

F. Confidentiality

F.1 The Client and the Agent agree not to disclose or use any confidential or sensitive information exchanged between or in the possession of the parties as a result of performance of this Agreement.

F.2 The Client agrees not to approach any sub agents affiliated to the Agent without the Agents written consent and to refer to the Agent in the event of being approached by such sub agent.

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G. Notice

G.1 Any notice required by this Agreement to be given by either party to the other shall be in writing and shall be served by sending the same by e-mail, facsimile or registered mail to the last known contact address of the other party and receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

G.1 General

- G.1 This Agreement may not be assigned to any other party without the prior written consent of both parties.
- G.2 This Agreement embodies the entire understanding of the parties and there are no promises, terms, conditions or obligations oral or written expressed or implied other than those contained herein.
- G.3 This agreement shall be interpreted and construed in accordance with the laws of COUNTRY and shall be subject to the exclusive jurisdiction of the Courts of **ABC's Country**
- G.4 The duration of this agreement shall be one year calendar year from the date of signing the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed in two original copies by the Parties hereto on the day and year first above written.

For and on behalf of the Client:

Name

Designation

For and on behalf of the Agent:

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