



# Recruitment Agency Contract

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This **Recruitment Agency Contract** ("**Agreement**") is entered into as of \_\_\_\_\_ ("**Effective Date**") by and between the following parties:

**Agency**

**Client**

Client and Agency may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

## 1. Purpose

The purpose of this Agreement is to set out the terms under which the Agency will provide recruitment and candidate placement services to the Client in connection with the identification, screening, and referral of candidates for employment or engagement by the Client.

## 2. Scope of Services

The Agency shall provide recruitment services as requested by the Client from time to time, which may include:

- Consulting with the Client to define role requirements and candidate profiles
- Sourcing and identifying suitable candidates
- Conducting preliminary interviews and screening
- Verifying candidate qualifications and professional experience to a reasonable extent
- Presenting shortlisted candidates to the Client

The Agency acts solely as an independent intermediary and does not make hiring decisions on behalf of the Client.

The Client retains full discretion and responsibility for interviewing, evaluating, selecting, and employing any candidate.

### 3. Engagement Model

Unless otherwise agreed in writing, the Agency's engagement under this Agreement is on a non-exclusive basis. The Client may engage other recruitment providers or conduct its own recruitment activities.

If the Parties agree in writing to an exclusive search for a specific role, the terms of exclusivity, duration, and any additional fees shall be specified in writing and shall form part of this Agreement.

### 4. Fees and Payment Terms

In consideration for the services provided, the Client shall pay the Agency a recruitment fee calculated as follows:

Position Title	Fee Structure	Fee Amount or Percentage	Payment Due

Unless otherwise stated:

- For percentage-based fees, the fee shall be calculated based on the candidate's agreed gross annual base salary at the time of hire, excluding bonuses, commissions, and benefits unless expressly included.
- The fee becomes payable upon the candidate's commencement of employment or engagement with the Client.
- All invoices shall be paid within \_\_\_\_\_ days from the date of invoice.

Late payments may accrue interest at a reasonable commercial rate permitted by law.

## **5. Candidate Ownership and Introduction**

A candidate shall be deemed introduced by the Agency if the Agency provides the Client with the candidate's details in writing.

If the Client hires or engages a candidate introduced by the Agency within \_\_\_\_\_ months from the date of introduction, the Agency shall be entitled to the applicable recruitment fee, regardless of whether the hiring occurs through a different department, affiliate, or related entity of the Client.

## **6. Replacement Guarantee**

If a candidate placed by the Agency resigns or is terminated for cause within [Number] days from the start date, the Agency shall use reasonable efforts to identify a replacement candidate at no additional fee.

This replacement obligation applies only if:

- The Client has paid the original recruitment fee in full; and
- The termination was not due to redundancy, restructuring, changes in role requirements, or material changes to compensation or working conditions.

If no suitable replacement is identified within a reasonable period, the Agency may, at its discretion, provide a partial refund in accordance with its replacement policy.

## **7. Client Responsibilities**

The Client shall:

- Provide accurate and complete information regarding the position, compensation, benefits, and working conditions
- Conduct its own due diligence, background checks, and verification of candidate qualifications
- Comply with all applicable employment and labor laws in connection with hiring decisions

The Client acknowledges that final responsibility for hiring and employment decisions rests solely with the Client.

## **8. Agency Representations**

The Agency represents that it will:

- Perform its services with reasonable skill, care, and professionalism
- Present candidates in good faith based on the information provided by the Client and candidates
- Maintain candidate information in accordance with applicable data protection and privacy laws

The Agency does not guarantee the performance, suitability, or continued employment of any candidate.

## **9. Confidentiality**

Each Party may receive confidential or proprietary information from the other in connection with this Agreement.

Each Party agrees to:

- Use such information solely for the purposes of this Agreement
- Not disclose such information to third parties except as required for performance of this Agreement or as required by law
- Take reasonable steps to protect the confidentiality of such information

This clause survives termination of the Agreement.

## **10. Data Protection**

The Parties shall comply with all applicable data protection and privacy laws in connection with the processing of personal data.

The Client shall ensure that candidate data received from the Agency is used solely for recruitment and hiring purposes and is stored securely.

## **11. Independent Contractor Relationship**

The Agency is engaged as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the Parties beyond the recruitment services expressly described herein.

## **12. Limitation of Liability**

To the extent permitted by law, the Agency's liability arising out of or in connection with this Agreement shall be limited to the total fees paid by the Client to the Agency for the relevant placement.

Neither Party shall be liable for indirect or consequential losses, including loss of profit or business opportunity.

Nothing in this Agreement limits liability where such limitation is prohibited by law.

### **13. Term and Termination**

This Agreement shall commence on the Effective Date and continue until terminated by either Party upon \_\_\_\_\_ days' written notice.

Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches its obligations and fails to remedy such breach within a reasonable period after receiving notice.

Termination does not affect:

- The Client's obligation to pay fees for candidates introduced prior to termination
- Accrued rights and obligations
- Clauses intended to survive termination, including Confidentiality and Limitation of Liability

### **14. Governing Law and Dispute Resolution**

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_, without regard to conflict of law principles.

Any dispute arising out of or in connection with this Agreement shall first be addressed through good faith negotiations between the Parties. If the dispute cannot be resolved amicably, it shall be submitted to the competent courts of \_\_\_\_\_, unless the Parties agree in writing to an alternative dispute resolution process.

### **15. Entire Agreement and Amendments**

This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior discussions, proposals, or agreements, whether written or oral.

Any amendment or modification must be in writing and signed by both Parties.

### **16. Notices**

Any notice under this Agreement shall be in writing and delivered by hand, courier, or email to the addresses set out above or to any updated address notified in writing.

The Parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms as of the Effective Date.

**Agency**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Client**

**Name**

**Date**

**Signature**

\_\_\_\_\_

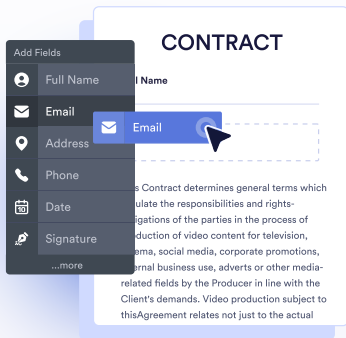


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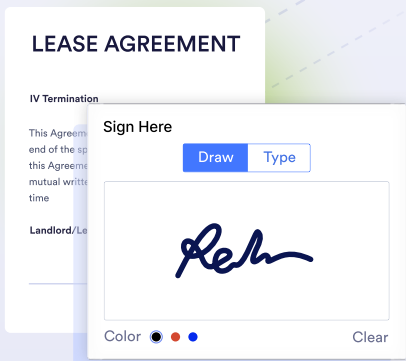
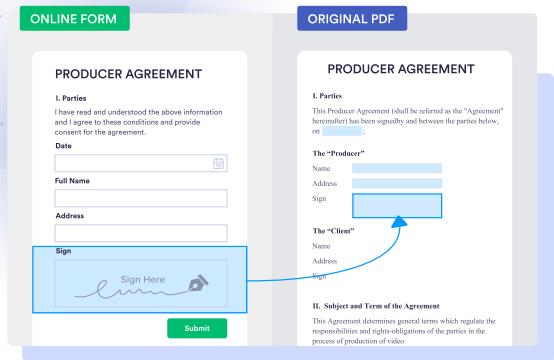
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