

# Recruitment Agreement

This **Recruitment Agreement** ("**Agreement**" hereinafter) has been signed by and between the parties below, aiming to specify the rights, responsibilities, and obligations of both parties regarding the recruitment and hiring of employees for the Client.

**Recruitment Agency**

**Client**

## Terms & Conditions

**Services Provided** - The Recruitment Agency agrees to utilize its resources to source, identify, and screen potential candidates for the Client's open positions. This includes but is not limited to conducting comprehensive searches through various channels, including databases, networks, job boards, and industry-specific platforms and reviewing resumes, evaluating qualifications, and conducting initial assessments to identify suitable candidates.

Upon identification of potential candidates, the Recruitment Agency will present candidate profiles to the Client for review and consideration. This includes providing detailed candidate profiles outlining qualifications, experience, skills, and suitability for the position and facilitating interview scheduling between the Client and selected candidates, coordinating communication, and providing necessary logistical support.

**Term of the Agreement** - The term of this Agreement shall begin on \_\_\_\_\_ and extend until the Agreement is terminated in writing. This Agreement may be terminated by either party giving \_\_\_\_\_ days written notice to the other party.

**Fees and Schedule of Payment** - The Client agrees to pay the Recruitment Agency a fee for the services rendered in connection with successful candidate placement. The fee structure shall be \_\_\_\_\_ and if there is no successful candidate, the total monthly fee of \_\_\_\_\_.

Invoices for the recruitment services rendered will be submitted by the Agency within \_\_\_\_\_ days of the candidate's acceptance of the offer extended by the Client.

In the event of late payment by the Client beyond the specified payment period, the Client shall be liable to pay interest on the overdue amount at a rate of \_\_\_\_\_ per annum or the maximum rate allowable by law, whichever is lower.

**Obligations of the Client** - The Client agrees to provide the Company with full details and the relevant information of the role/position for which it seeks to fill in written form, including but not limited to: the terms and conditions of employment; engagement start date; any specific/special requirements considered necessary by the Client and; any requirement by law or any professional body that the candidate must possess in order to work in the position. The Client shall promptly communicate any changes or updates to the job requirements or specifications that may impact the recruitment process.

The Client is responsible for coordinating and scheduling interviews with shortlisted candidates presented by the Recruitment Agency. Upon selecting a candidate sourced through the Recruitment Agency for employment, the Client agrees to promptly extend a formal offer of employment, including the terms and conditions discussed.

The Client shall ensure the confidentiality and protection of any proprietary or sensitive information shared by the Recruitment Agency during the recruitment process, refraining from disclosing such information to third parties without prior consent.

**Obligations of the Recruitment Agency** - The Recruitment Agency shall use its best efforts to find, identify, and present qualified candidates to the Client based on the job titles, descriptions and requirements provided by the Client. The Recruitment Agency may communicate with appropriate candidates and make a shortlist of the candidates, including evaluation of qualifications, skills, experience, and suitability for the positions to be filled. The Agency shall also make reasonable efforts to ensure the accuracy and reliability of the information obtained during the reference and background checks of the shortlisted candidates.

The Recruitment Agency shall maintain the confidentiality of sensitive information shared by the Client and by the candidates during the recruitment process, ensuring compliance with data protection regulations and refraining from disclosing confidential information without prior consent. The Recruitment Agency agrees to prepare and provide documentation regarding protection of personal data. Parties know and accept that in terms of protection of personal data of the candidates, they are joint data controllers.

The Recruitment Agency is under the obligation of being objective and impartial during the recruitment process. It is also strictly prohibited for the Recruitment Agency to discriminate against applicant or employee because of that person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age, disability or genetic information.

**Independent Contractors** - It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between Recruitment Agency and the Client, nor does it create a joint relationship or partnership between the parties hereto. Neither Recruitment Agency nor its employees are entitled to benefits that Client provides for Client employees. Recruitment Agency's relationship to Client is solely and exclusively that of an independent contractor.

**Entire Agreement** - This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

**Severability** - Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Non-waiver** - Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

**Governing Law** - This Contract shall be construed in accordance with the laws of the State of \_\_\_\_\_.

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed and delivered by a duly authorized officer.

**Recruitment Agency**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Client**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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