## RECRUITMENT AGREEMENT

This Agreement was made and entered on Date, Month, Year (EMPLOYER) <u>CLIENT'S</u> <u>COMPANY NAME</u> with Registered office at <u>COUNTRY</u>, <u>STATE</u> & (AGENCY) M/s Shanti Travels SCO 80-82, Sector 34-A, Chandigarh, INDIA

Whereas the EMPLOYER intends to recruit manpower from all over India to work at the Employer's various projects in <u>COUNTRY</u>, <u>STATE</u> and the AGENCY agrees to provide such recruitment service to the EMPLOYER from its offices as per the following terms and conditions.

## **ARTICLE 1: GENERAL PROVISION:**

- a) The EMPLOYER may utilize facilities and services of the AGENCY for the purpose of pre-screening, recruiting, processing and documentation of workers hired through the said AGENCY for its various projects. It may avail such services and facilities for the re-hiring of the workers as appropriate.
- b) The AGENCY when authorized by the EMPLOYER shall use its best endeavor to appoint suitably qualified and experienced personnel as required.
- c) The EMPLOYER shall provide the AGENCY with a Demand Letter defining the projected categories, numbers and basic monthly salaries range.

## **ARTICLE 2: AGENCY DUTIES AND OBLIGATIONS:**

- a) The services of the AGENCY shall include, but not be limited to the following:
- b) Pre-screen, select & submit suitable candidates to be made available to EMPLOYER for interviews.
- c) Support service and facilities to EMPLOYER'S representatives for Interviewing, testing and selecting the required candidates.
- d) International co-ordination with the EMPLOYER i.e. Facsimile, telephone, e-mail courier service, mail etc...
- e) Mandatory briefing/orientation on the working conditions of the country of employment / deployment.
- f) Arranging Trade test of candidates and sending certificate along with other documents to Employer
- g) The AGENCY shall, when authorized by the EMPLOYER sign the individual employment agreement which shall be binding to all parties, subject to the same being the pre-approved version of the agreement.

#### **ARTICLE 3: DEPLOYMENT OF WORKERS:**

The AGENCY shall deploy selected workers to Zone of Operations within 60 days upon receipt visa and air tickets.

#### **ARTICLE 4: REPATRIATION PROCEDURE:**

Responsibility of the AGENCY with regards to repatriation shall be limited to the following:

- a) The AGENCY shall be responsible for any recruited worker who is found
- b) Medically unfit within 3 (three) month's probationary period, irrespective of whether the worker was selected by the EMPLOYER or by the AGENCY and the AGENCY shall make replacement free of charge.
- c) The agency should take an undertaking from the candidates that if any candidate is found to have falsified information they will be repatriated at the cost of the candidate.

#### **ARTICLE 5: DURATION OF AGREEMENT:**

This Recruitment Agreement shall be in effect for TWO years from the date of signing this contract to be automatically renewed for similar periods, and may be terminated by either party after 60 (SIXTY) days prior written notice. This agreement may be terminated by either party, without notice for breach of any of the terms of this agreement, including overcharging the prospective employees or mis-representing the terms of this agreement to any authority in any of the respective countries

# **ARTICLE 6: SETTLEMENT OF DISPUTES:**

Any dispute arising between the parties out of or in connection with this agreement shall be settled in a friendly manner by the Management of both companies.

#### **ARTICLE 7: FORCE MAJEURE:**

In the event of any conflict crisis of emergency the EMPLOYER shall in co-ordination with the Embassy / Consulate office/ Labor Attaché of respective countries in zone of operations assure the safety and welfare of workers.

In the event of declared war in zone of operations the EMPLOYER shall take necessary measures in co-ordination with the embassy / consulate of respective countries to facilitate repatriation of workers to their country of origin.

### **ARTICLE 8: ENTIRE AGREEMENT:**

The Agreement shall not be amended, modified, supplemented, explained or waived by either by oral representations, custom or prior dealing among the parties or by other means except by an instrument in writing signed by duly authorized representative of the Company and AGENCY.

### IN WITNESS WHEREOF we have here into set our hand this DATE, MONTH, YEAR.

Offered by	Agreed & Accepted by
Name: Shanti Travels	Name:
Signature:	Signature:
Date:	Date: