AGREEMENT TO PROVIDE SERVICES FOR RECRUITMENT

(Sample Template Agreement)

This Agreement is made on the (Day/month/ year) by (Name of the Company with full address, telephone number, e-mail, represented person name and personal address, if any) hereafter called the "**First Party**"

Between

MARJAN HUMAN RECOURCES DEVELOPMENT; holding Recruiting License No. RL-1081, situated at Dhaka, Bangladesh. Tel: +880 2 226 6395-43, Fax: +880 2 957 0527-45, E-mail <u>marjanhrd.bd@gmail.com</u> Web: <u>www.marjanhrd.com</u> represented by Mohammad Abdul Hye/ any authorized person by his capacity as (position) here after called the **"Second Party"**

Each of the First and the Second party shall be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS -

- A. The First Party is carrying out project/projects in (Country name) for which it requires recruitment services in order to fulfill its requirements of different categories of manpower
- B. The Second Party is an agent authorized by the Government of Bangladesh for recruitment services
- C. The First Party desires that the recruitment services to be carried out by the Second Party
- D. The Second Party has accepted to carry out the services based upon the terms and conditions appearing hereinafter.

NOW THE PARTIES HAVE AGREED as follows:

1. The Services

- i. The First Party shall notify the Second Party of his detailed requirements of the manpower in writing. The requirement (Demand Letter) must contain details of category, quantity, experience condition and labor laws or any other specification as needed.
- ii. The Second Party shall provide the First Party with necessary information, documents and CVs for competent candidates as per the requirements of the First Party for review and selection.
- iii. The First party shall provide legal power of attorney and demand letter duly attested by its Government authorities and from Bangladesh Embassy in the country or the nearest authorized country.

- iv. If required by the First Party, the Second Party shall arrange for the interviews of the candidates at their locations to select the fit and competent candidates. The Second Party shall assist the First Party in all aspects to conduct the required interviews.
- v. The Second Party shall provide all necessary tools, machinery, materials, etc. that are required to conduct the interview.
- vi. Upon selection of the candidates by the First Party, the Second Party shall provide the First Party with the following documents of the selected candidates:
- Color Passport copies -the passport shall be valid at least for minimum of six months
- Medical fitness certificate issued by a reputed and certified medical center.
- 12 nos. of passport size photographs in white background.
- For drivers and operators, copy of valid driving license as per the requirement.
- Bio Data duly filled and signed
- Experience certificate or any others academic certifications as per the need of requirement.
- vii. Upon receipt of the required documents from the Second Party the First Party shall apply for employment visas for the selected candidates and ensure issuance of the same within a month time from the date of receiving the all docs.
- viii. The Second Party shall make all necessary arrangements to deploy the selected candidates within a period not exceeding Thirty (30) days from the date of receipt of their employment visas copies from the First Party.
- ix. The Second Party shall advise the First Party about the arrival date and time of the selected candidates at least three working days in advance through email or fax with the following details:
- Name of the selected & travelling candidate.
- Passport number and visa number with expiry dates.
- Flight number with other related information.
- x. The Second Party shall ensure that all candidates are carrying proper identification marks at the time of arrival at destination in order to be recognized by the representative of the Second Party. In case any candidate is offloaded or misses any flight; the Second Party shall inform the First Party accordingly before the relevant flight arrives at (Airport name). The First party may get all the updates of the selected candidates from the online status managed by Second Party on its website.

2. Validity

This Agreement shall be valid for one year from the date of the Agreement and may be extended for another periods upon the mutual agreement between the Parties.

3. Termination of Agreement

If any situation arises for which this agreement needs to be terminated, both parties are liable to let other party know about their intention in writing and with reasoning. Finalization of such decision will be taken with mutual understanding.

4. Settlement of Disputes

Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or arising there from or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the Arbitration Rules of the both countries International Arbitration Centre (the "Rules"), by one or more arbitrators appointed in compliance with the Rules. The seat of the arbitration shall be International Arbitration Centre in the countries and the language of arbitration shall be in English.

5. Language and Law

i) The Language of this Agreement is English.

ii) This Agreement shall be governed by and construed according to the Laws in force of the Countries

In Witness whereof the Parties hereto have caused this Agreement to be executed the day and year first before written.

THE FIRST PARY	THE SECOND PARTY
Signature	Signature
Name (Print)	Name (Print)
Position	Position
Duly authorized to sign this Agreement for and	Duly authorized to sign this Agreement for and
On behalf of the First Party	On behalf of the Second Party