

RECRUITMENT SERVICES AGREEMENT

This recruitment services agreement (the "Agreement") is entered into this **<Date>**, by and between:

A – **<Name>**, a company duly registered and validly existing under the laws of **<Country>**, having its registered office at **<Address>**, and its main offices at **<Address>**, (hereinafter referred to as the "Client", duly represented by **<Name>**, acting in his capacity as **<Designation>**,

AND

B – **<Name>**, a company duly registered and validly existing under the laws of **<Country>**, having its registered office at **<Address>**, and its main offices at **<Address>**, duly represented by **<Name>**, acting in his capacity as **<Designation>**, hereby referred as the "Recruiter".

The Client and the Recruiter being hereinafter, where the context requires, referred to, collectively, as "Parties" and, individually, as "Party".

PURPOSE OF SERVICE AGREEMENT

Recruitment is the first point of contact between a company and its future employees. Selecting the right human resources significantly influences the successful performance of an organization.

"Client", has demonstrated for a long time its corporate responsibility to improve workers' welfare. Part of the company's human rights due diligence obligation means that we understand the circumstances under which migrant workers could become victims of forced labour. A major cause of forced labour in today's global supply chains is the charging of recruitment fees to migrant workers. As a result, **"Client"**, gives special attention to recruitment processes and ethical recruitment.

"Client", strictly commits to a "Free Recruitment" policy, in line with international human rights recommendations and best practices, while meeting local requirements in **<Country>**. It means that migrant workers shall not pay for their employment. All costs associated with recruitment, travel and processing of migrant workers is covered by the employer from their home/community to the workplace.

Recruitment agencies are paramount actors in the recruitment process. By signing this agreement, the recruitment agency commits to abide by **"Client"**, "No fee" policy and to respect it during all the steps of the process.

The terms and conditions governing this Agreement are set forth hereunder.

[Client's initials]

[Recruiter's initials]

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1. SCOPE OF SERVICES

- I. The Recruiter shall provide the Client with recruitment services (the "Services") in the country specified in the power of attorney set out in Appendix 2 for the category of staff and workers detailed in the Manpower Demand Letter (the "MDL") of Appendix 1 (the "Personnel") including:
 - Job advertisement;
 - Pre-selection;
 - CV screening and interviewing;
 - Shortlisting;
 - Arranging for interviews by the Client;
 - Deployment to the State of <Country>;
 - Ancillary and assistance services related to the above.
- II. For the purposes of this Agreement, all communications/coordination and interaction shall be made with the Client's Human Resources Department only.

2. RECRUITER

- I. The Recruiter represents and warrants the following:
 - The Recruiter is a duly registered and a licensed agency in the country(ies) for which the Client will issue an MDL and a Power of Attorney pursuant to Appendixes 1 and 2;
 - The Recruiter shall not outsource any part of the Services, except for approved recruitment associates in accordance with Clause 13 [Recruiter's Associates in the Country of Origin];
 - Neither in the country of origin nor in <Country>; shall workers be charged directly or indirectly any fees, commissions or costs for recruitment, processing, or placement; and
 - The Recruiter shall not provide the candidate with neither any salary advances nor any other benefits in kind or cash at any time during the recruitment process.
- II. The Recruiter makes the representations and warranties set out in Clause 2.1 to the Client for the Agreement's signature. These representations and warranties shall be maintained during the term of the Agreement. If one of these representations and warranties is missing, (is) this Agreement may be terminated by the Client for Recruiter's default and (ii) the Client, except where it is expressly required to do so by the <Country> Law, reserves the right to inform <Country> authorities accordingly.

3. CONTRACT DOCUMENTS

- I. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - These general terms and conditions;
 - Appendix 1 [Manpower Demand Letter(MDL)];
 - Appendix 2 [Power of Attorney];
 - Appendix 3 [Service Charges and Expenses];
 - Appendix 4 [Staff's & Labour's Booklet]; and
 - **Qatar Foundation Mandatory Standards of Migrant Workers' Welfare**: the Recruiter shall apply the version of the Qatar Foundation Mandatory Standards of Migrant Workers' Welfare in force when the Client issues the MDL.
- II. In the event of any ambiguity, discrepancy, or inconsistency between anything contained in the documents comprising the Agreement, the order of precedence shall be the same as the order in which the documents are listed in Clause 3.1 above.

- III. The Client shall have the right, at any time, to make any change in this Agreement such as addition, deletion, substitution or other alteration or revision, and to direct the Recruiter, through a letter issued to the Recruiter, to implement any such change. The Recruiter shall provide the Client within five (5) calendar days from the receipt of the aforesaid letter with the financial consequences of such change (if any).
- IV. Each request for personnel shall become effective upon receipt by the Recruiter of the MDL in Appendix 1. If the Recruiter has any comments on the terms of the MDL, such comments shall be made within five (5) calendar days from the date of receipt. The comments submitted after the time period shall not be considered by the Client.

4. ADVERTISEMENT & PRE-SELECTION

- I. Upon receipt of the MDL, the Recruiter shall immediately advertise the openings of the MDL through newspaper and otherwise. The Recruiter shall bear the cost of all advertisement(s).
- II. The advertisement shall be placed in English and in the candidates' official or native language, and contain the following statement:

"NO FEE SHALL BE CHARGED TO CANDIDATES AT ANY STAGE OF THE RECRUITMENT, SELECTION, HIRING, AND DEPLOYMENT PROCESS".
- III. The Recruiter shall arrange for the advertisement draft(s) according to the Client's requirements/instructions for the manner and type in which it needs to appear/be published in newspaper(s) and/or websites. Before any advertisement, a draft shall be submitted to the Client for prior written approval. A scanned copy of the published advertisement shall be provided to the Client. All the above points should be applicable to associates (as defined pursuant to Clause 13).
- IV. Based on the applications it has received, the Recruiter shall arrange for the pre-selection of qualified/experienced and suitable Personnel. To this end, the Recruiter undertakes to conduct screening of CVs and send the shortlisted scanned CVs by email to the Client's human resources department for final selection/interviews, in accordance with the concerned and relevant position specifications and descriptions in compliance with (i) the MDL and (ii) the Client's requirements.
- V. As decided per the Client, trade tests will be organised by the Recruiter in adapted premises and with appropriate material and machines. These tests would permit the Client to assess all candidates before selection.
- VI. 4.6 After their interview by the Client, the Recruiter shall provide to the pre-selected candidates the booklet attached in Appendix 4 in their official or native language. This booklet presents the workers' rights in Labor and the conditions of accommodation in the QDVC Serge MOULENE Workers' Community. The Recruiter shall keep a signed record which serves as evidence that each recruited Personnel has acknowledged receipt of the booklet.
- VII. The Recruiter shall continue its services to gather Personnel until all requirements set in the MDL are met.

5. CLIENT'S INTERVIEWS & CONFIRMATION

- I. A list of qualified Personnel shall be presented for interview to the Client's representatives visiting the country no later than twenty (20) business days from the MDL date of receipt unless otherwise agreed between the parties.
- II. The Client's Human Resource Department shall issue the schedule of interviews to the Recruiter.

6. OFFER OF EMPLOYMENT & MEDICAL EXAMINATION

- I. At the earliest after the interviews or CV selection, the Client shall confirm the list of successful candidates, issue the corresponding offers of employment in the candidates' names and the signed original of such offers shall be presented to the successful candidates. The offer of employment contains clear and accurate information regarding the position, conditions of work, safety, and health risks of the work to be performed, accommodation, salary details, leave entitlement, uniform, food provisions and all other necessary terms of employment.
- II. The offers of employment shall be in the candidate's official or native language.
- III. The candidates shall keep one copy of their offer signed by the Client.
- IV. Upon their confirmation, the Recruiter shall arrange for all successful candidates to attend a medical examination in the country of origin through Medical Centers duly approved by <Country> Authorities. Related costs shall be incurred by the Recruiter and charged to the Client pursuant to clause 12.2.
- V. Prior to deployment to <Country>, the Recruiter shall provide the Client with the documents below in hard and soft copies:
 - one original of the offer of employment signed by the candidate;
 - the original and a copy of medical reports;
 - the candidate's passport copy; and
 - any other supporting documents as may be required by the Client.
- VI. No candidate may be deployed unless he has signed his offer of employment and the documents above have been provided to the Client.
- VII. If an offer of employment is declined, the Recruiter shall inform the Client at the earliest.

7. DEPLOYMENT

- I. The Client shall initiate the visa application process for all candidates having accepted their offer of employment and whose medical reports are satisfactory (the "Date of Confirmation").
- II. The deployment period from the date of confirmation by the Client until the arrival date in the <Country> (the "Deployment Date"), shall not exceed forty-two (42) calendar days, except when visa documents are received late or for other legitimate reasons as determined by the Client.
- III. If the visa documents are received late, the deployment period shall not exceed thirty (30) calendar days from the date of receipt of the complete set of documents. If the Recruiter encounters any other problems during processing, which may entail a delay in deployment, the Recruiter shall immediately inform the Client in writing.
- IV. The Client reserves the right to delay deployment as and if required to meet its operational needs.
- V. The Client shall provide electronic air tickets for the Personnel. Airlines to be used shall be at the discretion of the Client as suited to smooth operation. The Recruiter shall monitor the PTA/E-Tickets records as utilised and report to the Client on a regular basis. In case of emergency, the Recruiter shall make alternate arrangements as per the Client's advice/instructions.
- VI. If the Recruiter fails to meet the Deployment Date by an excessive and unreasonable period of time, the Client may cancel the MDL at no cost to the Client.
- VII. The Recruiter shall continuously monitor the balance requirements to ensure that the MDL requirements are met.
- VIII. The Client will organise systematically on arrival interviews for all newcomers regarding the recruitment process and specifically will ask if candidates paid any fees. Regular surveys will be conducted during the first months of arrival.

8. REPATRIATION

- I. The Recruiter shall be responsible for the repatriation cost of the Personnel after their deployment in <Country> during a probation period of the six (6) months in the below cases:
 - The Personnel is medically unfit for the residence visa or is otherwise unable to attend to work and perform his duties as defined in his contract of employment for some other medical cause as determined by the Client's site doctor (except work injury);
 - Any other cause(s), including but not limited to the violation of laws of the <Country>, homesickness, dissatisfaction, grievance, breach of employment contract, resignation and personal reasons, absconding and repeated absenteeism.

9. PROVISION OF FACILITIES

- I. The Recruiter shall provide free of charge adequate air-conditioned office space and administration facilities for the Client's representatives for conducting interviews of candidates in the country(ies) of origin.
- II. Communication facilities such as telephone (international calls), fax and e-mails, shall be arranged by the Recruiter, free of charge for the Client.
- III. The Recruiter shall provide air-conditioned vehicle(s) in good condition with a driver(s) for the Client's representatives during his/their stay on business purpose.
- IV. Necessary office staff shall be allocated by the Recruiter to attend exclusively to the requirements of the Client's representatives.
- V. In cases where interviews exceed one day, a single separate hotel room with dining costs shall be arranged by the Recruiter for the Client's representatives. Related costs shall be incurred by the Recruiter and charged to the Client.
- VI. The Recruiter shall arrange for local airfare (economy class) as well as travel expenses within the country(ies) of origin. Related costs shall be incurred by the Recruiter and charged to the Client.
- VII. The Recruiter shall provide all necessary documentation and arrange for the visas/legal stay of the Client's representative(s) in the country of origin, if required, as per his country's regulation.
- VIII. The Recruiter shall organise trade tests on the Client request after validation of a quotation. Related costs shall be charged to the Client.

10. RESPONSIBILITIES AND LIABILITIES OF THE RECRUITER

- I. The Recruiter shall provide the Services with the highest standards of care and deal with the Client and the candidates and Personnel accordingly.

11. RESPONSIBILITIES AND LIABILITIES OF THE CLIENT

- II. The Client undertakes to abide by the Laws of the <Country> (in particular Labour Law).
 - I. All Client's obligations and responsibilities under this Agreement shall commence upon issuance of demand letter and cease upon end of probation period.
 - II. Throughout the recruitment process, the Recruiter commits to comply with all the recruitment rules included in "Qatar Foundation Mandatory Standards of Migrant

"Workers' Welfare" in force when the Client issues the MDL, specifically QF "Recruitment Standards".

12. RECRUITMENT & ADMINISTRATION FEES

12.1. Recruitment Fees

- I. The Recruiter shall charge the Client a one-time recruitment fee (the "Fee") per recruited Personnel for each staff categories/positions (e.g. foremen, engineers, site clerk, administrator, timekeepers, storekeepers, other office or site staff etc., as well as for blue collar workers).
- II. The fee shall amount to a sum equivalent to one (1) month basic salary of the recruited Personnel, but it shall not be lower than a minimum of <Amount> per recruitment. The Fee shall be payable within one (1) month of the arrival of the related Personnel, in the <Country>.
- III. The Fee shall be a fix lump sum Fee in <Currency> valid for the term this Agreement inclusive of the charges and costs provided for in Clause 9 [PROVISION OF FACILITIES] and further detailed in Appendix 3.

12.2. Administration Fees

- IV. To cover the administration, process a fix lump sum of <Amount> will be paid for medical tests, immigration process, insurance and the other expenses defined in Appendix 3 (Services charges and expenses).
- V. The recruitment and administration fees shall be the only applicable fees under this Agreement. The Recruiter shall charge no fee and money whatsoever to any third parties, associates or candidates under any circumstances. The candidates shall not bear any of the cost/amount listed in Appendix 3 except as expressly provided therein.

12.3. Payment of Fees

The Recruitment Fee and administration Fee are payable one (1) month after the arrival of worker in <Country> for the account of M/S <Name>, A/C #< Number > , SWIFT Code: <Number>, IBAN No< Number >

13. RECRUITER'S ASSOCIATES IN THE COUNTRY OF ORIGIN

- I. The Recruiter shall ensure that the Recruiter is the only contact of the Client throughout the recruitment process. The Recruiter shall not outsource any portion of the recruitment process to any third party – company or individual - unless the Recruiter has obtained the Client's written prior approval.
- II. To request the Client's approval for any involvement of a third-party associate in the recruitment process (an "Associate"), the Recruiter shall provide the information below:
 - Profile of the individual or company;
 - Role this person/company is intended to perform in the recruitment process;
 - Valid license or authorization for this person/company to carry out such tasks in the country of origin;
 - Details of the agreement with that person/company.
- III. All Associates of the Recruiter shall comply with the same requirement as contained in Clause 2 [Recruiter] and 4 [Advertisement], including.:

- The Associate shall not further outsource any part of the recruitment services;
 - The Associate shall charge no money or fee whatsoever to any candidates;
 - The Associate shall not provide candidates with neither any salary advance nor any other benefits in kind or cash at any time during the recruitment process.
- IV. For the avoidance of doubt, the Recruiter acknowledges that no document issued by the Client under this Agreement creates any contractual relationships between any Associate and the Client. The Recruiter shall keep indemnified and hold harmless the Client and its representatives from and against all claims, damages, losses, and expenses arising from or in connection with its Associates and the performance of their duties toward the Recruiter.

14. BRANCH OFFICES

- I. All Branch Offices of the Recruiter shall comply with the same requirement as contained in Clause 2 [Recruiter] and 4 [Advertisement], including.:
- The Branch Offices shall not further outsource any part of the recruitment services;
 - The Branch Offices shall charge no money or fee whatsoever to any candidates;
 - The Branch Offices shall not provide candidates with neither any salary advance nor any other benefits in kind or cash at any time during the recruitment process.
- II. Branch Office Name and License Number:
1. M/s _____
2. M/s _____
3. M/s _____

14. DURATION/CANCELLATION/TERMINATION/LITIGATION

- I. This Agreement shall enter into full force and effect on the date first above stated and shall be valid for a period of twelve (12) months. The Agreement may be renewed by mutual consent of both Parties in writing.
- II. However, the Client may cancel any MDL at any time provided that the Client shall make payment for any outstanding invoices received from the Recruiter concerning expenses duly substantiated in relation to an MDL issued before the date of cancellation.
- III. Should a party be in breach of any of its obligations under this Agreement, and should this party fail to remedy the same within thirty (30) days (or such shorter period of time as may be reasonable in the circumstances) after its receipt of a written notice from the other party to that effect (if such breach is capable of remedy), the non-defaulting party shall be entitled to terminate this Agreement forthwith. The defaulting party shall be liable to the other party for all the consequences arising out of or in connection with the termination of this agreement.
- IV. In the event of termination, cancellation or expiry of all or part of this Agreement or a MDL pursuant to the foregoing paragraphs, the Recruiter shall proceed with the revocation of the employment offers signed by the Client before the date of termination, cancellation or expiry for Workers who have not yet arrived in the **<Country>** and such offers shall be deemed to be null and void.
- V. The termination or the expiry of this Agreement or cancellation of any MDL shall be without prejudice to the rights and/or obligations accrued to and/or incurred by the Parties prior to the expiry or termination date of this Service Agreement, or cancellation of the MDL.

- VI. The service agreement will be terminated with immediate effect if the Client states (by whatever means) that any recruitment fees have been paid by the Personnel to the Recruiter or Associates of the Recruiter.

15. TAXES

- I. The Fee shall include all taxes, withholding taxes, fees, levies, customs and import taxes and duties, charge and the like (including all direct and indirect expenses to discharge the same and any and all penalties and fines pertaining to any of the above) for which the Recruiter is or may be liable at any time until completion of all its obligations under this Agreement.
- II. The Recruiter shall indemnify and hold the Contractor (including any of their respective officers, employees, shareholders and/or affiliates) harmless against and from any and all liabilities, claims, fines, penalties and other charges in respect of any of the items referred to above or of any assessment or levy by any administrative authority against the Recruiter in respect of any profit, corporate income, dividend, salary, benefit or personal income that may otherwise be charged.

16. MISCELLANEOUS

- I. The Recruiter shall comply with operational guidelines notified from time to time by the Client.
- II. The Recruiter shall handle all the operational matters and business communication pertaining to this Agreement.
- III. The Recruiter undertakes that the candidates selected by the Client shall be solely, specifically and exclusively allocated to the Client's needs. The Recruiter shall not divert any of the candidates to other employers.
- IV. This Agreement is drawn up in the English language and shall be binding on both Parties.
- V. This Agreement shall be deemed to be read and constructed as the Law between the Parties and shall be interpreted in accordance with the Laws of in **<Country>**.
- VI. This Agreement shall be governed by and construed in accordance with the laws of the in **<Country>**.
- VII. Any and all disputes arising out of or in connection with this Agreement that the Parties fail to amicably resolve within thirty (30) days of receipt of the notice served to that effect by the claiming Party to the other Party, such dispute shall be referred to and finally settled by the Courts of in **<Country>**.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the date first above stated, in two (2) originals.

For and on behalf of the CLIENT		For and on behalf of the RECRUITER	
Name:		Name:	

Title/Function:		Title/Function:	
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17.APPENDIX

17.1. APPENDIX 1- MANPOWER DEMAND LETTER
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Our Ref.:		Date:	
Subject:			

Dear Mr.,

[Client's initials]

[Recruiter's initials]

We are pleased to authorise [redacted] with business address at [redacted], to recruit the following categorised workers from [India, Bangladesh, Nepal, Pakistan, Sri Lanka, Philippines] for our project in <Country> as per the following terms and conditions:

SN	CATEGORIES	NOS. REQ.	BASIC SALARY
1.	General Foreman		
2.	Foreman		
3.	Tower Crane Operator		
4.	Rigger		
5.	Gang Leader		
6.	Formwork Tradesman (Carpenter)		
7.	Formwork Assistant (Carpenter Asst.)		
8.	Reinforcement Tradesman (Steel Fixer)		
9.	Reinforcement Assistant (Steel Fixer Asst.)		
10.	Concrete Casting Tradesman (Concrete Mason)		
11.	Concrete Casting Assistant (Concrete Mason Asst.)		
12.	Mason Tradesman		
13.	Assistant Civil Works		
14.	Assistant Curing		
15.	Assistant Contractor lay down area		
16.	Assistant dewatering		
17.	Assistant earthworks		
18.	Assistant general support		
19.	Assistant formation level		
20.	Site Clerk / Administrator		
21.	Electro-mechanic		
22.	Mechanics		
23.	Plumber		
24.	Storekeeper (Civil)		
25.	Welder		
TOTAL			

Terms & Conditions:

Salaries quoted are monthly based and for 8-hours duty per day and 6-days a week: over time will be paid as per <Country> Laws;

Free food will be provided by the Client;

Accommodation, transportation, medical & insurance will be provided by the Client;

Contract term is for two (2) years and renewable;

Probation period of six (6) months;

Joining Air ticket will be provided by the Client;

Leave Salary: On completion of two (2) years' service the recruits will be provided with the leave salary by the Client, return ticket will be provided after two (2) years of completion of services;

Termination benefits as per in < > Law, plus one-way air ticket to country of origin.

You are kindly requested to arrange suitable candidates to be interviewed by our representative as soon as possible.

Sincerely yours,
For and on behalf of

17.2. APPENDIX 2- POWER OF ATTORNEY

POWER OF ATTORNEY

By this Power of Attorney dated the _____, _____ a company duly registered and validly existing under the laws of _____, with Company Register No. _____ having its main offices at _____ represented by its duly authorised signatory by _____ in his capacity as _____ with _____; (hereinafter referred to as the "Company"), hereby appoints:

Name _____
Passport No _____
Company _____
Title/Function _____

The true and lawful attorney (the "Attorney") of the Company to on its behalf and in its name represent the Company under or in connection with the recruitment of workers from India, Bangladesh, Nepal, Pakistan, Sri Lanka, Philippines i.e.:

1. Advertising the position description within newspapers;
2. Pre-selection of the candidates;
3. Dealing with the administration process related to the recruitment (in particular all recruitment formalities and to sign all the necessary documents required by the competent authorities in connection with the recruitment of construction workers/staff from India, Bangladesh, Nepal, Pakistan, Sri Lanka, Philippines, arrangement of their passports, professional tests, health examination and to sign the employment contract and to arrange their travel documents, ...); and
4. More generally, to do any such acts or things ancillary or conducive to the above purposes.

This Power of Attorney has been executed in one (1) original copy, shall be irrevocable and shall remain valid until the _____.

For and on behalf of the CLIENT		For and on behalf of the RECRUITER	
Name:		Name:	
Title/Function:		Title/Function:	

17.3. APPENDIX 3- SERVICE CHARGES AND EXPENSES
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SL	Service Charges	Equivalent Qatari Riyals Per Candidate	By Recruiter	By Client	By Candidate
1	Recruitment Fee	-	-	√	-
2	Administration Fee	-	-	√	-
3	Sub Agencies / Associates / Partners Fee	-	√	-	-
4	Visa & Ticket Costs	-	-	√	-
5	Advertisement Costs	-	√	-	-
6	Trade Test	-	-	√	-
7	Insurance Fee	-	√	-	-
8	Medical Examination	-	√	-	-
9	Embassy/Employment Bureau/Immigration fee	-	√	-	-
10	Airport Tax/Fee	-	√	-	-
11	Service Tax	-	√	-	-
12	IT. Tax	-	√	-	-
13	Fingerprints	-	√	-	-
14	Government Deployment Induction	-	√	-	-
15	Hotel Accom / Food	-	-	√	-
16	Domestic Travels	-	-	√	-

Note: The Recruiter shall provide with the invoices related to the costs of trade test, hotel, food and domestic travels of the Client's representatives in order to be reimbursed by the Client.

[Client's initials]

[Recruiter's initials]

17.4. APPENDIX 4- STAFF'S & LABOUR'S BOOKLET

DRAFT