

Date:-DD /MM/YYYY

To,  
**Your Company Name & Address**

**Subject: Agreement of Services**

This document contains the standard terms and conditions of the Agreement to be entered into between Client Company (hereinafter referred to as the **"YOUR COMPANY NAME "** and the service providing company M/s TypeHR, Chandigarh city center,Zirakpur, Punjab - 160017, (hereinafter referred to as the " Service Provider") for the recruitment of employees which does occur pursuant to an executive search and selection process. By signing and returning a copy of these Terms and Conditions the Service Provider may from time to time on a speculative or contingency basis introduce to Client Company potential candidates for executive positions with Client Company and these Terms and Conditions shall constitute a binding Agreement in connection with such introductions.

M/s TypeHR, Chandigarh city center,Zirakpur, Punjab -160017, is pleased to tie-up with for the purpose of recruiting personnel for employment in your organization.

It is hereby agreed as follows:

1. Scope of services: This is for executive search services as detailed below. This does not apply to the retainer executive search services or any other kind of executive search services.

Details: The Service Provider will provide consultation service to resource and recruit suitable experienced candidates for **"YOUR COMPANY NAME "**... as per details and selection criteria specified by **"YOUR COMPANY NAME "**... doing so it will ensure that the candidate has a basic understanding of the position and meets the requirement and standards by thorough screening of the candidate's professional background and personal interest to the said opening.

Start of services: Search services will be construed as starting on the receipt of receiving of the mandate (CV's) by the Service Provider or as per the direction **"YOUR COMPANY NAME "**...to start the work.

2. Concurrence: The Service Provider will obtain concurrence from all the prospective candidates About his/her interest in **"YOUR COMPANY NAME "**...and the position that was described by the Service Provider.

Permission: The Service Provider will ensure that, without prior written consent, it will not use the name of **"YOUR COMPANY NAME "**... in any advertising or publicity release for the said positions. However, for specific requirements, the name **"YOUR COMPANY NAME "**... and details of the job could be disclosed during Service Provider's personal meetings with such candidates.

3. Information: The Service Provider will ensure that it provides correct information about the candidate from time to time and will not misrepresent any facts.

Co-ordination: The Service Provider will stay in close contact with the human resource department and/or the functional head(s) and/or any other functionary, either nominated or responsible for recruitment **"YOUR COMPANY NAME "**...for the conduction of the entire selection process so as to close the position as

soon as possible. On being requisitioned to search for a candidate, it is expected that the Service Provider will revert to within 3 days from receiving details about the position.

4. Confidentiality:

- (a) The Service Provider shall keep confidential and not, directly or indirectly, use, divulge, disclose, or deliver to any person except as authorized or required by its duties, or by law, any term in this Agreement or any information acquired by it in the course of the recruitment process or otherwise in its performance of this Agreement and which:

is a trade secret or know-how or is otherwise the confidential property of "YOUR COMPANY NAME "... or any of its related companies or sister concerns; or

- (i) Was acquired by the Service Provider under a duty of confidentiality.

5. The Service Provider shall use its best endeavors to prevent the publication or disclosure of any trade secret or know-how of "YOUR COMPANY NAME "... or confidential information concerning the affairs or business or the finance of or any of its related companies or of any person or company with whom "YOUR COMPANY NAME "... may deal.
6. The restrictions in this Clause shall continue to apply after the termination of this Agreement hereunder without limit in time but shall cease to apply to information or knowledge which may come into the public domain other than by breach of these provisions. The Service Provider acknowledges that any unauthorized use or disclosure of the confidential information may cause irreparable damage to "YOUR COMPANY NAME "... and their respective affiliates / business associates. If an unauthorized use or disclosure occurs, the Service Provider will immediately notify "YOUR COMPANY NAME "... take, at the Service Provider's expense, all steps which may be available to recover the confidential information and to prevent its subsequent unauthorized use or dissemination. "YOUR COMPANY NAME "... keep the terms and conditions of this Agreement Confidential and not reveal it to anyone, who is not legally a part of the "YOUR COMPANY NAME "... will be shared within the Company on a need to know basis only.
7. No poaching: The Service Provider will not solicit or endeavor to entice away, in any manner whatsoever, any of "YOUR COMPANY NAME" employees for any employment opportunities. If there is a breach of trust, the contract will be terminated and all impending payments will be stopped.
8. Credit for introduction: In case the same candidate has been referred to your company through another recruitment firm, the firm who sent the profile first will be given the credit of placement and this will be communicated to both firms.

**TERMS AND CONDITIONS:**

9. This is a legally binding document outlining the working relationship between TyprHR and your firm.

**Professional Fees: For Recruitment Of Candidates**

- (a) 8.33 % of the annual CTC of selected candidate across all levels.
- (b) Free replacement: In the event that the candidate voluntarily terminates employment with within 3 months from date of joining, Service Provider will provide a free replacement within 10 working days.
- (c) Service tax will be paid by your firm as per the prevailing rate.

- (d) Free substitution of personnel once registered, within Three months of employment if he/she leaves the job.
- (e) Your firm has to release the payment in 15 days from the date of joining.
- (f) A copy of the appointment letter along with a detailed break up of remuneration package including allowances and perks will be made available to us immediately after the candidate joins your organization.
- (g) Should any candidate recommended by us join your organization within six months from the date of sending his/her resume and/or from the first interview, you shall still be required to pay our professional fees, as applicable.
- (h) In case the resumes sent by us are already in your database or received through some other consultant, you will have to immediately intimate about the same or else for such candidates if selected you will be required to pay the placement charges as applicable.
- (i) We shall forward candidates to your office for the interview as per availability of the candidates; however we shall try to line up all the candidates shortlisted by you as per your convenience.
- (j) We will keep in touch with the selected candidates to facilitate his/her joining your organization and keep you informed regarding any development.
- (k) Organization is required to submit the details like company profile, background, employment details, salary offered, job hours, nature of job, eligibility conditions, gender preference or any other related terms and conditions on the prescribed format or on the letter head of the company or through email from official email id with the name of contact person, so as to enable us to enable us to shortlist best candidates as per your requirements.
- (l) You are required to give us the feedback of the candidates already interviewed by you in maximum two days time so that we can arrange the next round of interview or joining of the candidate expeditiously.
- (m) Maintain confidentiality in all the transactions carried out with us.
- (n) Service Guarantee  
In the event of replacement of the candidate, if the replaced candidate is placed at the higher package, an invoice for the difference of amount will be raised which needs to be paid within 10 working days of joining the candidate. In case the replaced candidate has been put in the lower package, the difference of amount will be adjusted in the next selected candidate whilst raising his/her invoice.
- (o) Procedure of Payment  
Once the candidate joins the duty, an invoice will be raised in the name of the firm. *The cheques should be made in favour of "TypeHR" only.*
- (p) "TypeHR" does not take responsibility for any activity of the candidate during pre- or post-employment. Employer will not hold "TpeHR" responsible for any deeds or misdeeds of the employee. It is the total responsibility and discretion of the employer to appoint or remove the candidate at their will.

For

Co Name: TypeHR

Signature:

Name: Ms. Harshdeep Kaur

Designation: Director

Date:

Company Stamp

For

Co Name: - **YOUR COMPANY NAME**

Signature:

Name:

Designation:

Date: DD/MM/YYYY

Company Stamp