

Overseas Recruitment Agreement

Human Resource / Manpower Supply Agreement

This Agreement is entered into and between AL NAJAM INTERNATIONAL with Office Address at: T9, 3RD FLOOR, CAPRI CENTRE, FIRDOUS MARKET, GULBERG III, LAHORE, PAKISTAN Having following details:-

Telephone No. 0092-42-35944 4416-9

0092-300 4747115

Email: hr@alnajam.com

Website: www.alnajam.com

Company Manpower License NO. 0899/LHR SINCE 1971. Issued at Lahore-Pakistan hereinafter referred to as AGENCY.

AND

M/s. _____ With office address at: _____
_____ having following details:-

Tel: _____

Fax _____

E-mail/s: _____

Company Registration # _____ hereinafter referred to as PRINCIPAL.

The terms and conditions agreed by AGENCY and PRINCIPAL, which govern this EXCLUSIVE AGREEMENT, are set forth hereunder.

1. Mobilization of Applications

- 1.1 On Receipt of the Manpower Recruitment Order (MRO) from the PRINCIPAL, the AGENCY shall immediately arrange the pre-selection of qualified, experienced and suitable applicants from existing Manpower Pool or through advertising, in Newspaper/s, walk in candidates / internet or by any other methods of recruitment.
- 1.2 The Chief HR Officer or any other designated authority by PRINCIPAL, can issue the schedule of interviews to the AGENCY as and when required or otherwise if authorize to agency to select on behalf of principal shall recruit the most competent staff as per principal Manpower Specifications instructions.

2. Provision of Facilities & Staff

- 2.1 The AGENCY shall provide adequate office space and other necessary facilities for all the Principal Official/s for conducting candidate's interviews in comfortable manner.**
- 2.2 The AGENCY shall be responsible to arrange the trade test, in whatever trade they are applicable of the contract worker/s.**
- 2.3 The AGENCY shall provide all the necessary facilities for communication such as Telephone, Fax, and E-mail to the Principal official/s who shall come to Pakistan for recruitment.**
- 2.4 The AGENCY shall provide a vehicle/s with driver/s in good condition depending on the number of Principal Official/s visiting Pakistan for Recruitment / Business purpose.**
- 2.5 Allocation of the necessary office staff to attend exclusively to the Principal Official/s, the AGENCY shall coordinate in advance with the PRINCIPAL HR Department regarding the visitor's staff requirement during their visit to Pakistan.**

3. Responsibilities and Liabilities of the Agency

- 3.1 In case the selection of contract worker/s made by the AGENCY upon the instructions of the PRINCIPAL, the AGENCY will guarantee their job skills, educational Diplomas, Degrees, work experience document/s and trade tests if any are found fake and the supplied worker/s are rejected by the PRINCIPAL, and repatriated during probationary period the AGENCY will be liable to pay lump sum US\$ 500 for each such contract worker/s to the PRINCIPAL within 30 days, after the repatriation of such worker/s.**
- 3.2 The AGENCY will ensure that the contract worker/s proceeding on job contracts should be well informed by the AGENCY regarding all the contractual terms & conditions, background of the company, living conditions such as accommodation, messing (if any), laws, regulations and social & cultural customs of the employment country.**
- 3.3 The Principal Official/s selected recruit/s /contract workers repatriation during probationary period or later on the following grounds:**
 - (i) Medical Cause/s, which are not job related and prevent the contract worker from discharging his duties in an efficient & effective manner.**
 - (ii) Any other cause/s, including violation of laws of the country where contract worker/s employed, or other causes such as, homesickness, dissatisfaction, grievance, breach of employment contract, registration, poor performance and personal reasons, the agency shall not undertake any liability causing damages in financial form or in any other form.**

- 3.4 The AGENCY will act on behalf of PRINCIPAL, for immigration formalities, fee deposits in Bank/s, dealing with Government Offices for obtaining necessary Permission/s for Advertisement in the Newspaper/s, Authentication of Contracts, Protection stamping of Passports, booking of airline ticket/s,
- 3.5 Sponsoring PRINCIPAL Official/s for the Visit Invitations/Business, the AGENCY shall provide all the necessary assistance and arrangements for the legal stay of Official/s belonging to any Nationality except (Israeli National), as per Pakistan Constitution.
- 3.6 In case the PTA/s sent, the AGENCY will facilitate all the PTA procedures for obtaining travel ticket/s, for the contract worker/s and furthermore in case of regular ticket purchase the AGENCY shall arrange the tickets / flight booking for the deployment of worker/s.
- 3.7 The AGENCY shall comply with operational guidelines issued from time to time by the PRINCIPAL.
- 3.8 The AGENCY shall not be responsible for the boarding and lodging expenses for the PRINCIPAL Official/s stay in Pakistan for the purpose of recruitment. In case where the recruitment is above 100 workers, all out station (with respect to Pakistan) expenses such as domestic air tickets hotel accommodation shall be born by the AGENCY for only two Officials of the PRINCIPAL.

3.9 Advertisements:

- 3.9.1 The PRINCIPAL shall pay 100% of the actual cost of advertisement, The AGENCY shall arrange the advertising and provide the specimen of Ad in accordance to the PRINCIPAL instructions in the manner which it will appear in Newspaper/s the artwork & lay out shall be provided along with the cost thereof to PRINCIPAL and PRINCIPAL shall be responsible for the 100% payment. The necessary approval of PRINCIPAL shall be obtained before releasing the advertisement/s.
- 3.9.2 The AGENCY upon receiving the job specifications & job description of required categories of workers (both senior & junior categories) from PRINCIPAL shall prepare and fax draft copy of advertisements with the size and cost of the advertisements; PRINCIPAL shall review, make necessary amendments and re-fax the approval advertisement/s document for release in the Newspaper/s.

4. Responsibilities, Liabilities of Principal

- 4.1 The PRINCIPAL shall undertake to fulfill all its obligations as per the employment contract of contract worker/s.
- 4.2 The PRINCIPAL shall undertake to abide by the Labour Laws of his country with respect to the foreign worker.
- 4.3 The PRINCIPAL may provide (PTA) for contract workers, the choice of Airline to be used shall be PRINCIPAL decision as suited to smooth operation, the AGENCY shall monitor and maintain all the PTA records as utilized and

report to PRINCIPAL on regular basis. In case of emergency, the AGENCY shall arrange for local air tickets purchase with prior approval from the concerned person/s of HR Department for which the payment will be reimburse by the principal.

- 4.4 This AGREEMENT as described is an exclusive contract for Human Resource / Manpower Recruitment from Pakistan. Furthermore, it is binding on PRINCIPAL to use the services of the AGENCY at all times till the end of contractual period.
- 4.5 All obligations and responsibilities of PRINCIPAL shall commence upon the arrival of the contract worker/s in the country and cease upon their departure from the PRINCIPAL'S country.
- 4.6 In the event of any contract worker/s death due to accident, heart attack, kidney failure, or any other disease the PRINCIPAL shall act according to the Laws of their country to resolve all the matters pertaining to deceased insurance money, gratuity, salary, and other issues including his precious belonging/s. The AGENCY shall act as per PRINCIPAL instructions to facilitate the information to the deceased family.

5. Processing / Agency Fee

- 5.1 The AGENCY will charge lump sum equivalent of 15 days salary of each selected worker plus the actual expenses of insurance, protection of passports etc.

The above charges does not include the ticket cost, sending PTAs for successful candidates shall be PRINCIPAL responsibility, In case PTAs are not provided to the contract worker/s then the worker/s shall be responsible for the purchase of ticket/s payment/s as per actual/face value cost to the agency and the payment may be refunded to the worker/s upon their arrival at employment country.

- 5.2 No extra money will be charged by the AGENCY or its employees from the selected contract worker/s besides the company commission and actual expenses.
- 5.3 In the event that this AGREEMENT is terminated prior to its expiry date by either party or in case it is not renewed on expiry, PRINCIPAL shall make final payments for any outstanding invoices received from the AGENCY within 30 days after the last contract worker deployed by the AGNECY.
- 5.4 In case, AGENCY failed to transfer the repatriation cost within 30 then the PRINCIPAL has full right to cancel the AGREEMENT by giving the AGENCY one month written notice, however either party can give one month notice for the termination of this Recruitment Agreement.
- 5.5 In case of both 5.3 and 5.4 both parties will settle all the pending payments.
- 5.6 To ensure that selected/processed contract workers do not withdraw their applications during the processing time lag, the AGENCY shall demand and retain their original passports and other credentials in original.
- 5.7 In the event of any Government Fee raise the AGENCY shall immediately communicate to the PRINCIPAL with evidence of raise and accordingly shall be charged as per actual.

6. Disputes-Arbitration-Force-Mejure

- 6.1** In case of disputes arising from the implementation of this AGREEMENT between PRINCIPAL and the AGENCY, all efforts shall be made to settle them amicably.
- 6.2** If efforts to settle the dispute between the AGENCY and the PRINCIPAL, in an amicable manner fail, then such disputes shall be referred to arbitration which shall be appointed by the mutual consent of the PRINCIPAL and the AGENCY, under the rules of conciliation in accordance with the existing rules and regulations, where as the cause of action has occurred.
- 6.3** The arbitration language shall be English.
- 6.4** In case the AGENCY does not comply with any of its obligation the PRINCIPAL shall have the right to terminate the contract after the service of one month notice.
- 6.5** The provision of Force Majuro, shall release both the parties from their AGREEMENT shall be as under.
“Any sudden incident of general nature, natural calamity or act of God, which may happen after execution of the contract and which may make it absolutely impossible for both the parties to perform their contractual obligations”.
- 6.6** Pending settlements disputes, the agency shall in no way delay or hinder, mobilization, processing and deployment of contract workers to the PRINCIPAL from Pakistan.

7. Validity of Agreement

- 7.1** This agreement shall be valid for 2 years from the signing of this document by both parties.
- 7.2** This AGREEMENT shall cover all the requirement of PRINCIPAL its subsidiaries and affiliates.
- 7.3** This AGREEMENT may be renewed by the mutual consent of both the parties in writing.
- 7.4** Deployment of contract workers, subsequent to expiry of this AGREEMENT would be governed only by the terms of this AGREEMENT in the absence of any other AGREEMENT.

8. Language of the Agreement

- 8.1** The AGREEMENT is drawn up in the English Language and shall be binding on both the parties.

9. Governing Law

9.1 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 the land where as the cause of action has occurred.

In witness WHEREOF, we have hereto set our hands this _____ day of _____ 20--- at _____

**For Al Najam International
Recruiting Agency**

For

**Sameer Najam
(Chief Executive Officer)**

Witness:

Chief HR / Recruitment Manager