

## FORMATE OF AGENCY AGREEMENT

This Agreement is signed

BETWEEN

M/s-----

Address-----

(Hereinafter referred to as the “Principal”) on the one part.

AND

Desert Line Limited (RL-2756), H # 79 (1st Floor), Block- M/1, Shikder Plaza, New Airport Road, Shoinik Club, Banani, Dhaka-1213, Bangladesh, (Hereinafter referred to as the “Agent”) on other part.

### OBJECTIVES

Whereas the Principal is an employer based in Egypt and wishes to hire works for employment in his organization from Bangladesh and whereas the Agent is a government approved manpower recruiting agency in Bangladesh which is licensed and experienced in the recruitment of workers and has the facilities and personnel to perform such requirement services.

Now it is hereby agreed as follows:

#### 1.0 GENERAL PROVICIONS

1.1 The principal shall utilize the facilities and services of the Agent for the purpose of per selection, recruiting and documentation of workers hired with the assistance of the Agent.

1.2 The Agent shall use its best endeavors to obtain for the Principal the most qualified and suitable candidates, as per requirements of the Principal.

#### 2.0 RESPONSIBILITIES OF THE PRINCIPAL

2.1 The Principal shall inform the Agent in writing of the vacancies available, giving the detailed job descriptions, salary and other terms and conditions of services of workers.

2.2 The Principal shall provide necessary documents to the Agent such as Demand letter, Power of Attorney, Visa Advice, Visa authorization letter, Service contract, etc. of workers attested by Bangladesh Embassy in host country or Ministry of foreign Affairs of employer’s country.

2.3 The Principal shall send their representative to conduct interview for the selection of the workers directly.

2.4 The Principal shall provide full information to the Agent well in advance about the recruitment plan and lifting schedule of the selected workers.

2.5 Individual Service Contract shall be signed between the Principal and the workers after final selection of the workers.

2.6 The Principal shall arrange to receive the workers at the airport upon their arrival.

### 3.0 RESPONSIBILITIES OF THE AGENT

3.1 The Agent shall advertise the requirement of the Principal (if necessary) and send or forward the short listed C.V's to the Principal for their further scrutiny.

3.2 The Agent shall verify the authenticity of the certificates relation to the educational and professional qualifications and the personal or business reference of the applications, if necessary.

3.3 After receiving the names of the short listed candidates from the Principal the Agent will inform the candidates of interview program.

3.4 The Agent shall book suitable hotel accommodation from the recruiting delegation of the principal in Dhaka as per Principal's request & also receive the delegation at Dhaka Airport.

3.5 The agent shall provide accommodation facilities for conducting interviews. If necessary agent shall have to provide separate rooms for each interviews with adjoining waiting room. There should be efficient secretarial, telephone & fax facilities. The Agent shall provide trade testing facilities where necessary. The Agent shall provide all logistic support to the representative of the principal to make recruitment trip success.

3.6 The Agent shall arrange medical examination of the finally selected workers to ensure that only the medically fit workers will be sent for employment.

3.7 The Agent shall also select workers on behalf of the Principal through a Committee of experts if Agent is authorized to do so. But the Agent will always prefer selection of workers by the representative of the principal directly.

3.8 The Agent shall arrange necessary briefing/orientation course for the workers on the relevant rules & regulations prior to their departure.

3.9 The Agent shall facilitate all the necessary documentation of travel, security and emigration requirement in order to enable the workers to arrive in their working place in time.

3.10 The Agent shall in all recruitment matters act loyally and faithfully to the Principal & Observe all his directives and instructions.

3.11 The Agent shall promptly bring to the notice of the Principal any information received by them which is likely to be of use of benefit to the Principal in the recruitment of workers.

**4.0 FINANCIAL STANDING**

4.1 The Agent shall realize service charge from the finally selected candidates as per the rates approved by the Government of Bangladesh.

4.2 The Agent shall not realize service from the workers mentioned under clause 4.2 when the principal agrees to pay service charge to the Agent for his service.

**5.0 AUTHORITY OF AGENT**

5.1 The Agent shall not be authorized incur debts or liabilities on behalf of the principal nor shall the Agent enter into any agreement on behalf of the principal nor bind or attempt to bind the Principal in any way unless expressly authorized in writing to do so by the principal.

5.2 The Agent shall not refer to themselves in any ways other than as a recruiting Agent for the principal and shall neither describe themselves nor do anything which would lead third parties to believe that the Agent was acting as general Agent for the principal.

**6.0 PEROD OF AGREEMENT, TERMINATION**

6.2 The Agreement shall be valid for a period of ..... years from the date stated above and may be terminated by either party giving 30 (thirty) day’s written notice prior to its expiry. In absence of such notice, the Agreement shall be automatically renewed on to same terms and conditions.

6.3 The principal shall have the right to terminate this Agreement at any time by giving 30 (thirty) days’ notice in writing in any of the following events:-

- (a) If the Agent enters into liquidation either voluntarily or compulsorily.
- (b) For any reason the Agent is prevented from performing their duties.
- (c) If the Agent commits contractual breach on any the terms or conditions of the Agreement.

**7.0 NOTICE**

7.1 Any notice given or served under this Agreement shall be in writing and to be sent by letter or fax addressed to the principal or the Agent as appropriate. Such notice shall be deemed to be received and effective on the business day of receipt.

**8.0Dispute Resolution**

8.1 All disputes arising out of or in connection with this Agreement shall be settled amicably by both parties through faithful and sincere negotiations, failing which the disputes shall be submitted to the legal authority through the courtesy of Bangladesh Mission in .....

Signed this day the ..... of .....

Signature: Principal

Signature: Agent