

# STAFFING AGENCY AGREEMENT

## TEMPORARY AND PERMANENT CONTRACT - RECRUITMENT AND PLACEMENT

This Employment Agency Agreement (the "Agreement") is made and effective.....,

**BETWEEN: Platinum Recruitment Agency (PLATINUM) (the "Agency")** a company organised and existing under the laws of Malawi, with its Head Office located at:

1<sup>st</sup> Floor, Plantation House  
PO Box 2167  
Blantyre

**AND :** ..... (**"Client"**) organised and existing under the laws of Malawi, with its Head Office located at

In consideration of the matters described above, and of the mutual benefit and obligations set forth in this Agreement, the parties agree as follows:

### 1. Recitals

(a) Client wishes to contract with Agency for the services of Agency in providing professional and skilled labour in the general fields of (the "services")

- Financial/Accounting and Administration,
- Sales & Marketing and
- Information Technology
- Industrial

(b) Agency is ready, willing, and able to provide:-

- Recruitment/placement of permanent and temporary employees,
- Recruitment/placement of contract employees,

- Ancillary Human Resources/Industrial Relations Consultancy and Advisory services

## 2. SERVICES

- (a) Agency understands and agrees that services to be provided to company under and pursuant to this agreement shall be so provided on a day-to-day, as and when required and that Client in its sole discretion shall determine its need, if any, for services or the continuation of services as may be provided by Agency under and pursuant to this Agreement.
- (b) Agency agrees to provide upon the written request of Client and further agrees that the cost of such services shall not exceed the limitation of cost set forth by Client's request.
- (c) When requesting services, Client shall specify the labour classification(s) required; the applicable salary package for each specified labour classification; the maximum allowable cost for each labour classification; and the duration of services applicable to the request, including beginning date (s) and, when applicable, ending date(s).
- (d) Client shall have sole discretion to establish the minimum qualifications necessary for the performance of any service to be rendered under and pursuant to this Agreement, and, provided that in the case of the services performed under and pursuant to this Agreement by any of the persons provided by Agency are not satisfactory, Client will also notify Agency in writing and Agency shall immediately withdraw such individual and, the Client's option, furnish an individual who meets the qualifications required, based on the following:-
  - (i) **Temporary Employee** – Employee to be assessed within a week of placement, if placement is for over one (1) month. For period less than one (1) month, assessment should be done within 3 days. For period less than 1 week, assessment should be done within one day.
  - (ii) **Permanent Employee** – Employee to be assessed within probation period as agreed between employee and Client.

### 3. Compensation

For services provided under and pursuant to this Agreement and the written requests of Client, Agency shall be compensated as provided below;

- (a) for labour expended by Agency in providing services under and pursuant to this Agreement, Agency shall be paid an amount represented as follows:

#### **Temporary staff**

30% of agreed rate plus surtax for period of service

#### **Transfer Fee**

One (1) Month's salary plus surtax if temporary employee is taken on permanent basis

#### **Permanent Staff – Outright Recommendation**

One (1) Month's salary plus surtax

#### **Permanent Staff – Shortlist Recommendation**

MK25,000 per candidate plus surtax if sourced from Platinum database and psychometrics is administered

MK18,000 per candidate plus surtax if sourced from Platinum database and psychometrics is not administered

MK21,000 per candidate plus surtax if candidates sourced from client's own job advertisements and psychometrics is administered

MK13,000 per candidate plus surtax if candidates sourced from client's own job advertisements and psychometrics is not administered.

#### **Headhunting**

12% of annual salary plus surtax

#### **HR Consultancy/Advisory Services**

Negotiable on an assignment basis

- (b) actual expenses of persons provided by Agency incurred in the providing of services and directly related to such services, shall be reimbursed by Client to Agency at actual cost when supported by appropriate receipts e.g. transport reimbursements for final interview with client, or any other tests that may be requested by client and fee paid for criminal investigations through the Police.

#### **4. PAYMENT AND INVOICING TERMS**

Payment for services provided to Client under and pursuant to this Agreement shall be made within 14 days from the date of receipt by Client of Agency's invoice. Agency's invoice shall set forth, as a minimum, details of labour expended and expenses actually incurred.

#### **5. CONFIDENTIALITY AND OWNERSHIP**

- (a) Agency agrees that all knowledge and information that Agency may receive from Client or employees or consultants of client, or by virtue of the performance of services under pursuant to this Agreement, relating to inventions, products, processes, machinery, apparatus, prices, discounts, costs, business affairs, future plans, or technical data that belong to Client or to those with whom Client has contracted regarding such information and;
- (b) All information provided by Agency to Client in reports of work done, together with any other information acquired or gained by Agency or by Agency-supplied workers, shall for all time and for all purposes be regarded by Agency as strictly confidential and held by Agency in confidence, and solely for Client's benefit and use, and shall not be used by Agency or directly or indirectly disclosed by agency to any person whatsoever except to Client or with Client's written permission.
- (c) Upon the request of Client, Agency shall require that Agency-supplied workers assigned to provide services under and pursuant to this Agreement execute a supplementary agreement of confidentiality.

#### **6. AGENCY REPRESENTATION**

Agency represents and warrants that Agency and its Agency-supplied workers have the right to perform the services under and pursuant to this Agreement without violation of obligations to others, and that Agency and its Agency-supplied workers have the right to disclose to Client all information transmitted to Client in the performance of services under and

pursuant to this Agreement, and Agency agrees that any information submitted to Client, whether patentable or not, may be used fully and freely by Client.

## **7. Duration and Termination**

- (i) by either party, with or without cause at any time, upon 3 months prior written notice
- (ii) by client, at any time, upon 30 days prior written notice, if Agency assigns this Agreement, or any right or obligation under this Agreement, without Client's prior written consent; or if Agency ceases to function as a going concern, or to conduct its operations in the normal course of business.

The obligations of Agency under Section Five (5) and Six (6) above shall survive any expiration or termination of this agreement.

Upon termination of this agreement, Agency will return to Client all written information, drawings, models, and other materials or files supplied to Agency or created by Agency at the expense of Client.

## **8. Independent Contractor**

The status of Agency is that of an independent contractor and not of an Agent or employee of Client and, as such, Agency shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of client.

## **9. Assignment**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

## **10. Notices**

Any notices provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

## **12. Governing Law**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the Laws of Malawi.

**13. Paragraph Headings**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this agreement.

**14. Modification of Agreement**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**15. No Waiver**

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

In witness thereof, the parties hereto have executed this Agreement as of the day and year first above written.

.....

**Platinum Recruitment Agency**

\_\_\_\_\_  
**AUTHORISED SIGNATORY**

\_\_\_\_\_  
**AUTHORISED SIGNATORY**