

CONSULTANT AGREEMENT FOR PLACEMENT SERVICES

This Consultant Agreement is made on the 2018

Between

Cornelli and Mosh Consults Limited

Of

Mosh Recruiting Solutions

(Hereafter, referred to as the Consultant)

And

Company Client Name

(Hereafter, referred to as the client)

AGREEMENT FOR PLACEMENT SERVICES

THIS AGREEMENT FOR PLACEMENT SERVICES is made this Day of
2018

BETWEEN

Cornelli and Mosh Consults Ltd, a company incorporated in Nigeria and whose registered office is at No.3 Akintoye Street, off Herbert Macaulay Road, Yaba Central Business District, and Lagos, NIGERIA. Which expression shall where the context so admits include its successors- in- title and Assigns of the one part.

AND

Company/ Client Name.....
Address....., NIGERIA.

Which expression shall where the context so admits include its successors- in- title and Assigns of the other part.

Whom shall hereinafter be referred to as the “consultant” and the “client” where the context so admits.

1. **Cornelli and Mosh Consults Limited (Cornelli & Mosh)**

is a business development consulting company, which provides integrated and seamless solutions covering design and development, capacity building training and corporate strategy for SMEs. Its business lines are as follows:

- Brand Designs
- Corporate Training Development
- Consultancy
- Recruitment and Placement (**Mosh Recruiting Solutions**)

Cornelli and Mosh operates majorly around business development, business strategy and recruitment and placement. This particular business is focused on workforce recruitment and placement and provision of Continuous Professional Development (CPD) to the workforce.

2. Company/ Client History.....
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This MOU serves to cover the intention of the “consultant” and the “client” in entering into a business relationship as follows; the consultant has been engaged by the client to provide a one-off recruitment services to the client. This covers due diligence and quality assurance on employee background check. The consultant is engaged to recruit and place stated position/personnel for the client.

In consideration of the matter described above, and of the mutual benefits and obligations set forth in this MOU for the “consultant” and the “client” in entering into a business relationship, the parties agree as follows:

i. RECITALS:

- a. Client wishes to contract with the consultant for the service of consultant on providing/recruiting professional or skilled labour in the general field of **Driving**..(the service)
- b. Consultant is ready, willing and able to provide such service as may be required by the client

ii. SERVICES:

- a. Client understands that the service to be provided by the consultant will be provided as needed basis, client in its sole discretion shall determine its need.
- b. Consultant will provide services upon the written request of client and further agrees on the cost of such services.

- c. When requesting for services, client shall specify the labour classifications required; the applicable hourly or month price for each specified labour classification; the minimum allowable cost for each labour classification and duration of service applicable to the request; including beginning date(s) and when applicable, ending date(s)
- d. Consultant will recruit and place the requested specified labour upon agreement on the cost of such services.

iii. COMPENSATION:

For service provided under and pursuant of the MOU and a verbal /written request of client, consultant shall be compensated as provided below;

- a. Payment: Our modes of payment is in one (1) category such that our commission is based on the agreed remuneration multiplied by the professional rate fee of our employee once accepted/ activated to our client within seven (7) working days. The ‘Client’ will be responsible to payment of salaries to his/ her activated employees.

LEVEL	DESIGNATIONS	PROFESSIONAL FEES	MINIMUM WAGE
Frontline Staff	Waiters/ Store keeper/ Cleaners	8.5 % of Remuneration	₱ 20,000.00
Junior Staff	Cashiers/ Supervisors	9 % of Remuneration	₱ 50,000.00
Middle Management	Procurement Officer/ Asst. Manager/ Manager/ Program Leads/ other specified roles	10% of Remuneration	₱ 80,000.00

- b. Other Expenses: All other expenses or out of pocket expenses incurred by the consultant in providing the employee or directly related to such service shall be reimbursed by the clients to the consultant at actual cost upon prior approval and supported by appropriate receipts.

- c. Government Levy/Tax: All applicable service taxes of the professional fee will duly be paid by the client.

iv. REPLACEMENT GUIDE/ CLAUSE:

- a. Clients are eligible to change employee only within the first three (3) months on employment of the employee with the consultant and replaced at no cost.
- b. In the event an employer terminates his/ her employee due to inefficiency rate or commitment, it must be within the first three (3) months of employment. Hence the 'Consultant' will train the employee to come up to speed to adapt and work accordingly to the job description.
- c. If the employer requires a replacement within the first three (3) months of the employee joining, the consultant will replace the employee immediately within the next seven (7) working days of complaint.

v. CORRESPONDENCE WITH EMPLOYEE:

All correspondence with employee including interview scheduling will be the responsibility of the Consultant. The Client will send information of an employee rejection to the Consultant, and it will be the responsibility of the Consultant to inform the employee accordingly.

vi. SCREENING AND REFERENCE CHECKS:

- a. The Consultant will do the 1st level screening and only employee who scales the criteria of requirements shall be sent to the company.
- b. Consultant will conduct reference checks on specified employee through past employers and peer group members in the specified format, these reference checks will be documented to the concerned company. The company reserves the right to validate the reference check.

vii. OFFER LETTER TO EMPLOYEE:

Upon the completion of the selection decision, the Client will inform the employee of the selection through the Consultant. Contingent to this the Client will issue an offer letter to the candidate and upon his/her acceptance; convey the offered consolidated package to the Consultant for billing purposes.

viii. RIGHT ON EMPLOYEE:

- a. Employee provided by the consultant upon resumption will be managed and treated by the client as a staff.
- b. Client will carry workers' compensation and employee's liability insurance in accordance with applicable law.

ix. VALIDITY OF TERMS

This Agreement shall be effective from 2017 and be valid for a period of one year and unless terminated earlier in accordance with the terms specified hereunder.

x. DURATION & TERMINATION:

This agreement will terminate on the happening of any one or more of the following events: on the expiry of its term or if either party terminates this agreement by giving a prior notice of two weeks in writing to the other party or by mutual consent of the parties, without assigning any reason whatsoever.

ACCEPTANCE

I have read your terms and conditions, and agree to abide by them.

For _____ **(Client Company)**

Name & Designation : _____

ARBITRATION / GOVERNING LAW

(a) If at any time disputes arise under this MOU, the parties shall endeavor to settle amicably, failing which any dispute arising shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act 2004, Laws of the Federal Republic of Nigeria 2004. Place and Venue of Arbitration shall be Lagos Nigeria. Any Arbitration shall be final and binding on both parties and may be applied to be entered as judgment of the Court at the discretion of the parties. All costs and fee for legal representatives shall be borne by the parties respectively

This MOU shall be read, construed and shall take effect in all respects in accordance with the Laws of the Federal Republic of Nigeria.

THE COMMON SEAL OF THE WITHIN NAMED COMPANY CORNELLI AND MOSH CONSULTS LIMITED AND CLIENT WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

.....
DIRECTOR

.....
SECRETARY

THE COMMON SEAL OF THE WITHIN NAMED CLIENT WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

.....
DIRECTOR

.....
SECRETARY