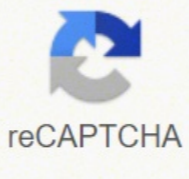




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**EMPLOYMENT AGENCY AGREEMENT**

This Employment Agency Agreement (the "Agreement") is made and effective [DATE].

**BETWEEN:** [AGENCY NAME] (the "Agency"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:  
[COMPLETE ADDRESS]

**AND:** [YOUR COMPANY NAME] (the "Company"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:  
[YOUR COMPLETE ADDRESS]

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

**1. RECITALS**

- a. Company wishes to contract with Agency for the services of Agency in providing professional or skilled labor in the general fields of the "Services".
- b. Agency is ready, willing, and able to provide such services as may be required by Company.

**2. SERVICES**

- a. Agency understands and agrees that services to be provided Company under and pursuant to this agreement shall be so provided on a day-to-day, as-needed, basis and that Company 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 services upon the written request of Company and further agrees that the cost of such services shall not exceed the limitation of cost set forth by Company's request.
- c. When requesting services, Company shall specify the labor classification(s) required, the applicable hourly or daily price for each specified labor classification, the maximum allowable cost for each labor classification, and the duration of services applicable to the request, including beginning date(s) and, when applicable, ending date(s).
- d. Labor classifications applicable to services to be provided under and pursuant to this agreement shall be limited to those classifications set forth by Exhibit A, which Exhibit may be revised from time to time by mutual agreement between the parties and which Exhibit is attached to this agreement and, by this reference, made a part of this agreement.

**RECRUITMENT AGREEMENT**

BETWEEN

**FILGULF MANPOWER AND GENERAL SERVICES INC**

**POEA LIC. NO. 176-LB-082107-R**

AND

*Client's name*

This Recruitment Agreement entered into by and between Filgulf Manpower and General Services, Inc. with office address at Units M3 and M4, Manila Luxury Condominium, Pearl Drive corner Gold Loop, Ortigas Centre, Pasig City Philippines and your company name with office address at P.O. Box \_\_, Dubai, UAE represented by its HR Manager, Mr. \_\_\_\_\_, hereinafter referred to as the Employer/Foreign Principal, set forth the following purposes, terms and stipulations:

**1.0 GENERAL PROVISIONS**

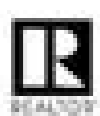
- 1.1 The Employer/Foreign Principal shall utilize facilities and services of FILGULF, for the purpose of pre-selecting recruiting, processing and documenting Filipino workers hired through the said Legal Representative for its operation in United Arab Emirates. It shall also avail of such service facilities for the rehiring of the workers, as appropriate.
- 1.2 The Legal Representative shall make available to the Employer pre-screened applicants as requisitioned. As may be agreed upon by the parties, the Employer shall be the final authority on the selection in Manila of Personnel for employment and that selection shall satisfy the requirements of the Employers for all intents and purposes.
- 1.3 The services of the said Representative shall include, but not limited to, medical examination, processing, documentation, mandatory briefing/orientation on the working and living conditions at the country of employment facilitating documentation for travel like security and police clearance, passport, etc. The Representative shall also, when authorized in writing by the Principal, sign the individual Employment Agreement, which shall be binding for all parties.
- 1.4 The Representative shall also provide facilities and services for the processing and documentation of workers rehired by the Principal under such terms and conditions as may be agreed upon by the parties.

**1.5 FEES AGAINST WORKERS:**

(OPTIONAL - NOT APPLICABLE TO PRINCIPAL/COMPANIES ADHERING TO A POLICY OF NOT CHARGING ANY FEES AGAINST THE WORKERS).

As may be appropriate and agreed upon by the parties, an additional clause of fees against the workers may be incorporated to read as follows:

"The PRINCIPAL approves and fully concurs with the imposition by the COMPANY/REPRESENTATIVE of fees against the workers in accordance with the rules and regulations of the Department of Labor and Local Employment. The pertinent provisions of which are attached and shall form an integral part of this agreement".



COMMISSIONS OR FEES FOR REAL ESTATE SERVICES TO BE PROVIDED ARE NEGOTIABLE BETWEEN BROKER AND CLIENT. THIS IS A LEGALLY BINDING AGREEMENT. YOU MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING IT. FOR THE PURPOSES OF THIS AGREEMENT, THE TERM "BUYER" SHALL BE USED TO DESCRIBE PROSPECTIVE PURCHASER(S) OR TENANT(S). THE GREATER ROCHESTER ASSOCIATION OF REALTORS® IS NOT A PARTY TO THIS AGREEMENT.

**1. APPOINTMENT OF BROKER:**

The BUYER/TENANT \_\_\_\_\_  
(hereinafter called the BUYER) retains and appoints as Buyer's Broker (hereinafter called the "BROKER") \_\_\_\_\_  
\_\_\_\_\_ (firm) represented by \_\_\_\_\_ (agent)  
as buyer's exclusive agent to locate and/or negotiate for the purchase or lease of real property of the general nature shown below.

**2. PURPOSE OF AGENCY:**

Buyer desires to purchase / lease real property (which may include items of personal property) described as follows:  
Type: Residential Commercial Residential Income Industrial Vacant Land Other General Description:  
\_\_\_\_\_  
\_\_\_\_\_

Approximate Price Range: \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
or any other that Buyer may later agree to.

General Location: \_\_\_\_\_  
\_\_\_\_\_

Preferred Terms: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

**3. TERM OF AGENCY:** Broker's authority to act as Buyer's exclusive agent under this Agreement shall begin \_\_\_\_\_  
and shall end at midnight \_\_\_\_\_ or upon closing of a property purchased under this Agreement and payment of  
Broker's compensation.

**4. BROKER'S REPRESENTATIONS AND SERVICES.** Broker represents that Broker is duly licensed under the laws of the  
State of New York as a real estate broker. Broker will assist Buyer in locating property of the type described in Section 2 of this Agreement and  
to negotiate for Buyer any offer by Buyer to purchase or lease such property. During the term of this Agreement, Broker will give Buyer  
information describing and identifying properties which appear to Broker to substantially meet the terms set forth in Section 2.

**5. BUYER'S REPRESENTATIONS.** By appointing Broker as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for  
the types of property described in Section 2 of this Agreement through Broker and to refer to Broker all contact made with Buyer about such  
properties from other brokers, salespersons, sellers and others during the term of this Agreement. Buyer agrees to furnish Broker with all  
requested personal and financial information necessary to complete this transaction.

**6. COMPENSATION OF BROKER.** In consideration of the services performed by Broker under the terms of this Agreement,  
Buyer agrees to pay Broker the following fee(s): (initial all applicable sections.)

- \_\_\_ **a. Non-Refundable Retainer:** Buyer shall pay Broker a Non-Refundable Retainer of \$ \_\_\_\_\_ to be paid to Broker  
herewith whether or not Buyer purchases or leases any property.  
\_\_\_\_\_ This Retainer shall be credited against the Hourly Fee described in subsection (b) below or the Transaction Fee  
described in subsection (c) below.
- \_\_\_ **b. Hourly Fee:** Buyer shall pay Broker at the rate of \$ \_\_\_\_\_ per hour for all services performed by Broker under the  
terms of this Agreement, to be billed \_\_\_\_\_ and to be paid within five (5) days after Buyer receives a bill for such  
services from Broker.  
\_\_\_\_\_ This Hourly Fee to extent paid by Buyer shall be credited against the Transaction Fee described in subsection (c) below  
and shall be kept by Broker whether or not a Transaction Fee is earned.

## Section A – Overview and Scope

### Background to Enfield Council

Enfield is a North London local authority with a population of approximately 280,000 (latest GLA estimate), of whom an estimated 36% belong to ethnic minority groups; Enfield is one of London's most diverse and vibrant Boroughs.

The Council is a modernised local authority focussed upon delivering responsive and effective services to the public. The Council has a track record of innovation and quality and has adopted a sustained drive towards better customer service together with achieving best value.

### Background of Requirement

A Vendor Neutral Managed Service (VNMS) single supplier framework agreement is required by Enfield Council for supply of Temporary Agency Workers, which will be available to other London Boroughs, The City of London and Arms Length Managed Organisations (ALMOs), up to the maximum value stated in the OJEU Notice.

By requiring a Vendor Neutral Managed Service, it should be understood that this is defined as a managed service provider who procure, negotiate with and manage the performance of a supply chain of Agencies, whilst facilitating the engagement of Temporary Agency Workers to the Council and Clients. None of the Agencies should be affiliated with the managed service provider. And the managed service provider should not offer any Temporary Agency Workers themselves.

The delivery of value for money public services is paramount and workforce flexibility is part of the framework to ensure this happens. Temporary Agency Workers are a key resource extensively used to meet temporary demands.

The value of Temporary Agency Workers is diminished if quality workers cannot be engaged promptly at a competitive rate (that the marketplace can sustain) with minimal effort expended by the manager looking to hire a Temporary Agency Worker (Recruiting Manager).

Third party expertise has been used successfully in the public sector to acquire Temporary Agency Workers at properly negotiated rates, streamline the supply chain process, consolidate payments, provide management information to support strategic decision making and provide a level of control on quality.





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