

## **RECRUITMENT PROCESS OUTSOURCING (RPO) AGREEMENT**

This Recruitment Process Outsourcing Agreement (the "Agreement") is made and entered into on [Date], by and between:

[Your Company Name], a company duly incorporated under the laws of [Country/State], with its principal office located at [Address] (hereinafter referred to as the "Client"),

AND

[RPO Provider Name], a company duly incorporated under the laws of [Country/State], with its principal office located at [Address] (hereinafter referred to as the "RPO Provider").

### **1. DEFINITIONS**

1.1. "RPO Services" means the recruitment services to be provided by the RPO Provider as described in "Schedule A" attached.

1.2. "Candidates" means individuals sourced, screened, or otherwise identified by the RPO Provider for potential employment with the Client.

1.3. "Confidential Information" means all written, oral, or electronic information disclosed by either party to the other that is identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential.

### **2. SCOPE OF SERVICES**

2.1. The RPO Provider agrees to provide the RPO Services to the Client in accordance with the terms and conditions outlined in this Agreement.

2.2. The specific roles and responsibilities of the RPO Provider and the Client are detailed in "Schedule A".

### **3. TERM AND TERMINATION**

3.1. Term: This Agreement shall commence on [Start Date] and shall continue for a period of [X] years unless terminated earlier in accordance with the terms herein.

3.2. Termination for Convenience: Either party may terminate this Agreement for convenience with [X] days written notice to the other party.

3.3. Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party is in material breach of any term of this Agreement and fails to remedy such breach within [X] days after receiving notice of the breach.

#### 4. FEES AND PAYMENT TERMS

4.1. The Client agrees to pay the RPO Provider the fees as detailed in "Schedule B" attached.

4.2. Payment shall be made within [X] days of receipt of a valid invoice from the RPO Provider.

4.3. Late payments will be subject to a [X]% per month interest charge.

#### 5. CONFIDENTIALITY

5.1. Each party agrees to keep confidential all Confidential Information received from the other party and to use such information solely for the purposes of fulfilling its obligations under this Agreement.

5.2. This obligation of confidentiality shall continue for [X] years after the termination of this Agreement.

#### 6. INTELLECTUAL PROPERTY

6.1. The Client shall retain all intellectual property rights in the materials provided to the RPO Provider.

6.2. The RPO Provider shall retain all intellectual property rights in the methodologies and tools used in providing the RPO Services.

#### 7. REPRESENTATIONS AND WARRANTIES

7.1. Each party represents and warrants that it has the full power and authority to enter into and perform this Agreement.

7.2. The RPO Provider warrants that the services will be performed in a professional and workmanlike manner in accordance with industry standards.

#### 8. INDEMNIFICATION

8.1. The RPO Provider agrees to indemnify and hold harmless the Client from and against any claims, liabilities, losses, and expenses arising from the RPO Provider's performance under this Agreement.

8.2. The Client agrees to indemnify and hold harmless the RPO Provider from and against any claims, liabilities, losses, and expenses arising from the Client's use of the services provided under this Agreement.

## 9. LIMITATION OF LIABILITY

9.1. Except for breaches of confidentiality or indemnification obligations, neither party shall be liable to the other for any indirect, special, or consequential damages arising from or in connection with this Agreement.

9.2. The total liability of each party under this Agreement shall not exceed the total amount of fees paid by the Client to the RPO Provider under this Agreement.

## 10. MISCELLANEOUS

10.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [Country/State].

10.2. Dispute Resolution: Any disputes arising under this Agreement shall be resolved through [mediation/arbitration] in [Location].

10.3. Entire Agreement: This Agreement, including all schedules and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

10.4. Amendment: This Agreement may only be amended in writing and signed by both parties.

10.5. Assignment: Neither party may assign this Agreement without the prior written consent of the other party.

10.6. Notices: All notices required under this Agreement shall be in writing and sent to the addresses set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

[Client Company Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[RPO Provider Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

Schedule A: Scope of Services

[Details of the RPO services to be provided]

Schedule B: Fees and Payment Terms

[Details of the fee structure, payment milestones, etc.]