

BACKGROUND CHECK & VERIFICATION SERVICES AGREEMENT

This Background Check and Verification Services Agreement (hereinafter referred to as "**Agreement**") is executed at ----- on this ____ day of _____, 2012

BETWEEN

A Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at _____ hereinafter referred to as "**A**", (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said A Ltd. it's successors in interest and/or assigns) **of the One Part.**

AND

B. Ltd., a company and having its registered office at _____ hereinafter referred to as "**B**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successors in interest and/or assigns) **of the Second Part.**

Each of the above being referred to as a "Party", and jointly as the "Parties"

WHEREAS "A" is a Recruitment Consulting Organization providing, among others, Background Screening & Investigation Services.

AND WHEREAS "B" is a Company manufacturing_____.

AND WHEREAS the B is desirous of conducting Background Screening of it's prospective employees as a support to its Human Resources functions.

AND WHEREAS the A being desirous of providing the above stated Background Screening & Investigation Services to B has approached B representing that it has the required skills, experience, capital and infrastructure facilities to provide such services.

AND WHEREAS B has accepted A's offer to provide Background Screening & Investigation Services as mentioned in the agreement for it's prospective employees and has thereby appointed A for such purpose.

AND WHEREAS based on the representations, the Parties hereto entered into negotiations and agreed to execute this Agreement and wish to record, by virtue of this Agreement, the terms and conditions by which Parties have mutually agreed to bind themselves:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS UNDER:

I. DEFINITIONS:

II. APPOINTMENT AS SERVICE PROVIDER:

2.1 B hereby appoints A as it's service provider in order to avail of it's Background Screening and Investigation Services for it's proposed employees as a support to it's Human Resources functions.

2.2 A hereby accepts the mandate to provide the above stated Background Screening and Investigation Services to B for it's proposed employees.

III. SCREENING AND INVESTIGATION REPORTS:

3.1 Both parties mutually agree that in the event A has prepared an investigation report which is not complete due to any one aspect, except for reasons contained in Annexure B, E.g, awaiting permission to contact current employer, insufficient information of the candidate, such aspect being so vital to the report that the absence of the same may render the report (useless), A will issue a preliminary report containing information with A as on the day the preliminary report is made and then a final report will be issued by A containing the complete information for the purposes of this Agreement i.e. information contained in the preliminary report and the supplementary information. In such a case the final report should be received by B within _____ days of the preliminary report. B will be invoiced for the full cost of the report after the final report is issued. This will be applicable for all verifications obtained verbally and for which A has issued a final report.

3.2 Subject to clause 3.1, B acknowledges that the responsibility of ensuring that there are no duplicate verification requests rests with B. Any verification request repeated resulting in re-verifications would be chargeable at the regular applicable rates.

3.3 Notwithstanding anything in the above clauses, in the event that B finds any discrepancy in any report submitted by A, B shall have the right to require A to carry out, at the cost of A, a re-verification and to submit a fresh report.

All requests for fast track cases will be charged at an express fee. An additional express fee of _____% per business day per check/case (as applicable) before the due date completion would be charged for requests for fast track cases.

IV. CONSIDERATION:

4.1 Fees are charged as per Annexure A. Additionally, taxes as applicable will be charged at actual and will be borne by B. The invoice will become due on presentation of the same and payment should be received within _____ days

from such date of presentation. In the absence of instructions as to the format of B's invoice, A will raise invoices as per the standard format and B will agree to the same as per the terms and conditions stated above.

4.2 B shall, within _____ business days from the date of receipt of invoice, intimate to A disputes with respect to the submitted invoice, if any, failing which the invoice would be deemed to have been accepted.

4.3 In the event of disputes with regard to invoice submitted by A the extent of the amount that has been mutually agreed upon by both Parties shall be paid for by B to A and the remaining, disputed amount shall be mutually settled by and between the Parties.

4.4 In the event of delay or default in payment on the part of B to A for the services provided, B shall pay interest @ _____% p.m. on delayed payment. Notwithstanding the foregoing, B shall not be liable to pay any interest on any delayed payment, if the delay has been occasioned by any Force Majeure events including but not limited to riots, civil commotions, wars, accidents, shortened hours of labor, strikes, eruptions of volcano, earthquakes, lock outs, storms, fires, floods.

4.5 In respect of the following changes to be made for invoicing and billing, B agrees to:

- Clearly indicate at the time of submission of the request for verification the name of the entity or entities in whose name invoices will be raised. If there are any changes to this it will need to be communicated before the start of the concerned period (month, quarter, etc). Changes may be made to the process with a back dated impact following mutual discussions of the same by and between the Parties.
- In the event B needs to make any change to the invoicing process, it shall communicate the same before the start of a concerned period (month, quarter,

etc.). Changes may be made to the process with a back dated impact following mutual discussions of the same by and between the Parties.

- In the event B requires any additional information for payment clearance, this can be done for the last ____ day's period. Information sought for older than ____ days outstanding will have to be paid for.
- No invoice will be held up for payment because some information is sought by B. for a period older than _____ days from the current date.

Any cancellation within ____ hours of submission of case would be subject to ____% of the total cost of the report, any cancellation beyond ____ hours will be charged in full. For cases which are 100% insufficient a processing fees of ____% of the total cost of the case will be charged.

- 1. Quality Assurance - First Party (A)** hereby represents and warrants that it will promptly provide the Second Party with the Specific Services at a high professional quality standard and in a responsive manner.
- 2. Disclaimer of warranties.** All services are provided "as is". Except as expressly provided in an applicable service addendum, the First Party (A) and its affiliates make no and disclaim any and all warranties and representations with respect to the services, provided pursuant to this Services agreement and the service addendums, whether such warranties and representations are express or implied in fact or by operation of law or otherwise, contained in or derived from this Services agreement, any service addendum, any other documents referenced in this Services agreement or any service addendum, or any other materials or communications whether oral or written, including without limitation implied warranties of merchantability and fitness for a particular purpose and implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any service or report, furthermore, A and its affiliates expressly disclaim that the services will meet the Second Party's

needs, or that services will be provided on an uninterrupted basis, and the First Party (A) and its affiliates expressly disclaims all such representations and warranties.

3. Limitation of Liability. Except as expressly provided in an applicable Service Addendum, the First Party (A) and its affiliates shall not be liable for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether the First Party (A) has been advised of the possibility of the incurrence by the Second Party of any such damages. Notwithstanding anything stated elsewhere in the Agreement or any Service Addendums the First Party's (A's) liability damages incurred in connection with services provided pursuant to this Services Agreement or any Service Addendum, including as a result of any negligence on the part of the First Party (A) or its affiliates, shall not exceed three times the amount paid by Second Party to the First Party (A) for the particular service giving rise to such damages. Further, the First Party (A) will have no liability for any cause of action against the First Party (A) which became known to the Second Party or should have been known by Second Party with reasonable investigation, within six months from the expiration or termination of this Services agreement or applicable Service Addendum but the failed to provide actual notice to the First Party (A) within such six months period after the expiration or termination of this agreement or the applicable Service Addendum.

4. Force Majeure. If any party fails to perform its obligations because of acts of God, inability to obtain labor or materials (including necessary data) or reasonable substitutes for labor or materials (including necessary data), governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile government action, civil commotion, telecommunications failure (including, without limitation, Internet failures), fires or other casualty or causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused provided

that such party notifies the other party as soon as practicable of the existence of such condition and uses its best efforts to resume performance in an expeditious manner.

5. **Authorization and Corporate Consents.** The signatories to this Agreement are duly authorized to do so by the respective parties and have all necessary corporate or legal consents to enter into this Agreement.
6. **Entire Agreement.** This agreement embodies the entire understanding of the parties hereto; it supercedes all negotiations and all prior agreements, written or verbal, and it may not be modified except in writing signed by both parties.
7. **Validity.** If any part of this Agreement is or becomes invalid or void for any reason, it shall not affect the validity of the remainder of this Agreement.
8. **Confidentiality.** Both Parties shall maintain confidentiality in respect of all information obtained by it pursuant to this Agreement.
9. **NO POACH AGREEMENT.** It is agreed between both the parties that during the subsistence of this agreement and ____ year/s after termination of the same, B will not employ any employee of A directly or indirectly for any of B's activities / purposes. **In case of such appointment / employment, B promises to pay A an amount equivalent to 12 months salary of the person so employed / appointed on an immediate basis.**
10. **Effective Period of the Agreement.** This Agreement will terminate by giving a prior notice of at least 30 days in writing to the other party or by mutual consent of the parties.
11. **Composite Agreement** - This Agreement integrates all the terms and conditions agreed upon between the parties and shall override and supersede all prior (but not contemporaneous) writings in respect of the subject matter thereof.

12. Jurisdiction- Only the Courts of _____ shall have jurisdiction to determine the question or dispute arising hereunder.

13. Escalation Matrix: In case of issues related to the performance of both parties with respect to the agreement, matters can be escalated as follows:

To A

NAME	DESIGNATION	CELL NUMBER	MAIL ID
Mr X	_____	_____	_____
Mr Y	_____	_____	_____

To B.

NAME	DESIGNATION	CELL NUMBER	MAIL ID

IN WITNESS WHEREOF the First Party (A) and Second Party (B.) have executed these presents the day, month and year first above written

Signed, sealed and
delivered in presence of

For and on behalf of
A Ltd.

Mr _____

Signed, sealed and delivered
in presence of

For and on behalf of

For and on behalf of

B.

Name:

Designation:

End of Contract

Annexure A - Professional Fees

Search Element	Description	Price (INR)	TAT
Professional Verification	Verification on Employment history obtained through HR personnel & Reporting Manager via, <ul style="list-style-type: none"> • One Employer • Two Employers • International Verification (Per Employer) 	_____ _____	____WD ____WD ____WD
Educational Verification	Provide verification on individual's Qualification [per qualification] <ul style="list-style-type: none"> • Authentication from University 	_____	____ WD**
Criminal Record Check***	Verified information about the candidate's criminal antecedents [per check] <ul style="list-style-type: none"> • Written 	_____	____ WD

**WD = Working Days

N.B. - The Turn Around Time as mentioned above is applicable from the date of receiving complete information and relevant documents from the B./ candidate. For Educational & Criminal Record Check, the TAT has been taken keeping in mind the maximum time taken by any University/State or City Police in India for verification and may vary on case-to-case basis.

* In case of physical visit to any outstation where A doesn't have its office, traveling Expenses on actual will be borne by the B. A budget will be provided for carrying outstation activities to the B. before hand and the same will be carried only after due approval by the B.

** _____ days is the maximum time taken by any University in India. This may vary across Universities.

Notes:

1. Taxes as applicable
2. **Fees charged by professional organizations, universities and Government Agencies are payable in addition to the above fees.**
3. A will attempt to locate past employers, colleges and professional organizations if the information provided by candidate is insufficient. We will do so by searching online telephone directories and conducting a web search. Company registry searches and site visits can be conducted by us; however, further charges will apply and will be proposed and agreed by B. on a case by case basis.
4. A will attempt to contact each past employer, supervisor, college and professional organization a maximum of five times during the SLA period in order to complete verification. If, after these attempts, the verification has not been obtained, we will record the aspect as “not verified” in the Final Report. If, subsequently, verification is received, a Supplementary Report will be issued. B., at their discretion and within one week of receipt of Final Report, request us to make an additional (one) attempt to verify a particular unverified aspect.
5. The above pricing is subject to annual reviews and will be increased @ ____% per year unless mutually agreed by the two parties.

Standard Information for Screening: B. agrees to provide to A all information, which is required to complete the screening process. The information checklist would be is subject to changes and A will intimate B. of such changes from time to time on a regular basis through email. On receipt of the screening requests, if B. has not forwarded any standard information, A will intimate B. through email of any such insufficiencies. Unless otherwise specified A will initiate the screening process with the assumption that the insufficiencies would be provided by B. subsequently. In the eventuality that the insufficient information is not received by A within the turnaround time mentioned below, A will forward these reports as Final Reports and bill B. in full, for such final reports issued. If such insufficiency is received within _____ days on receiving the case, a supplementary report will follow upon completion of the insufficient component. During this timeline there will be no charge for this supplementary report.

Authorization to Screen: B. agrees to provide an authorization, Annexure D, to A to screen their employees whether existing or potential as requested for from time to time.

B. certifies that it shall hold the Report in strict confidence and not disclose the Report to any party not involved in the current employment decision. Furthermore, B. shall not use the data from the Report to create, compile, or maintain a database.

It is mandatory to provide authorization duly signed by the candidate to start the background screening process. This is required to ensure that there is no breach of privacy. In the event of respective candidate's authorization not being provided to A by B., A would assume that B. has obtained such authorization and B. take full responsibility for any breach of privacy regulation.

Verification Responses: Screening reports provide verifications based on either verbal or other responses received from educational institutes, references, past employers and local police authorities. B. will be billed for Final Reports based on all such types of verifications.

Submission of Reports. Reports will be sent by e-mail to the recipient designated by B. Hard copies of the same will be sent along with the invoice.

Turnaround. As per Annexure – A.

A shall be allowed the following agreed exceptions, subject to B. having been advised accordingly:-

- Temporary closure of an educational establishment
- A will be allowed up to _____ % reduction in the contracted Service Level for identified periods of company/educational establishment closure, vacations, examinations, elections, limited availability of HR personnel due to internal appraisal processes, etc. Such periods of disruption/delay in verifications will be identified and can be shared by A at the time of contract finalization/renewal if required.
- Closure of companies/educational establishments due to unforeseen exigencies i.e. strikes or natural calamities, etc. Such periods will be communicated by A as and when they occur along with the anticipated period of disruption.
- A would endeavor to ensure that the impact on Service Levels is the least during such periods of temporary closure of educational institutions and/or time when HR personnel are not available.
- When written application to an examination board is required
- Insufficient information provided to allow for screening to be completed within Turnaround Time
- B. request additional work part way through screening
- Authority to contact current employer not given at outset
- For any discrepant cases requiring further investigations.
- Any changes in the agreed SLA.

Contact with Past Employers, Educational Institutes and Local Authorities: While A, will make every effort to complete searches submitted, A will not be responsible for educational institutes, past employers, local authorities who do not act in response to the verification requests despite repeated attempts.

If the verification has not been completed despite repeated attempts, A will record the aspect as **“unable to verify”** in the report. If, subsequently, verification is received a Supplementary report will be issued. B. can, at their discretion, request A to make further attempts to verify a particular unverifiable aspect. All unable to verify components will be fully charged.

Annexure C - Company Details

A. Company Information

Company Name:					
Physical Address:					
Billing Address:					
Website Address:					
Billing Contact / Address					
<input type="checkbox"/>	Check if same as physical	Address:			
Phone #:		Fax #:		Mobile	
Executive Contact <i>(Top level decision maker, involved in the background check program)</i>					
Contact:			E-mail Address:		
<input type="checkbox"/>	Check if same as physical	Address:			
Phone #:		Fax #:		Mobile	
Managerial Contact <i>(Manager responsible for the administration of background check program)</i>					

Contact:		E-mail		Address:	
<input type="checkbox"/>	Check if same as physical	Address:			
Phone #:		Fax #:		Mobile	

B. Please Read and Sign Below

This information is submitted for the sole purpose of establishing service with A Ltd., I hereby certify that the information is true.

For and on behalf of B.,

Name:

Designation:

Annexure D - Authorization

(To be provided on B. letterhead)

To whom so ever it may concern

We hereby authorize A Ltd. to conduct pre-employment and post-employment verifications for our employees. We authorize, without reservations, A Ltd. to obtain all information pertaining to our employees from former employers, University, College and Institution. We release all concerned from any liability in connection herewith.

This authorization and release, in original, faxed or photocopied form, shall be valid for this and any future reports and updates that may be requested by A Consultants Ltd.

For and on behalf of B.,

Name:

Designation: