

European Affairs Recruitment Specialists (EARS) Proposal



By the European Affairs Recruitment Specialists (EARS)

For Actuarial Association of Europe

28.06.2019



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Framework:

The Actuarial Association of Europe (AAE) is currently seeking to recruit its new Chief Executive. Within the framework of the recruitment process, AAE has identified 3 relevant candidates for the position, pending final verification of the candidates' CVs.

Services to be delivered by EARS:

EARS is to perform a CV accuracy check for the 3 final candidates for the position of AAE's Chief Executive by reaching out directly to the candidates to request relevant documentation, and where not available, to contact – in accordance with the candidates – their former employers with the aim of verifying the relevant information included in the CVs.

Assigned consultant:

Anna Aleksandra Koj, EARS Consultant

EARS rate for consulting services: 1250 € + applicable VAT / candidate, invoice issued upon delivery of the report

Agreed time for the delivery of the requested services:


By 1 July 2019	Signature of the agreement
By 16 July 2019	Delivery of report to the client

The billed amount is payable upon the receipt of the invoice.


Where relevant for this contract, the General Terms and Conditions (GTC) apply.

Agreement:

Esko Kivisaari
Chairperson
Actuarial Association of Europe
(AAE)

Date: Helsinki, 28 June, 2019
Signature: 

Jason Descamps
Founder
European Affairs Recruitment Specialists
(EARS)

Date: 28/06/19
Signature: 

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General Terms and Conditions

These Terms and Conditions are applicable to any contract between EARS and any other party, further referred to as the **client company**.

All collaborations between EARS and any other party involving candidate search or selection on behalf of the client will constitute a contract whether implicitly or explicitly agreed between EARS and the third party.

1. These Terms and Conditions apply to all persons, companies or business that become or are clients of EARS.
2. The assignments undertaken by EARS are: (i) Candidate Search for presentation to the client company with the aim of selection and engagement by the client company or (ii) the Selection of candidates from an application list or (iii) any other consultancy that is required such as but not limited to vacancy writing, candidate assessments, salary benchmarks, etc.
3. The introduction by EARS of a candidate to the client company implies that the client company accepts these Terms and Conditions, which are subject to any modification agreed upon and made in writing prior to the commencement of the agreement between the client company and EARS. In case of any disparity between these General Terms & Conditions and a more specific agreement, the latter will prevail.
4. The payment of any of our fees has to be made within a period of 14 days following the invoice date.
5. Where applicable, VAT will be charged in accordance with Belgian law.
6. The out of pocket expenses incurred by a candidate attending interviews on behalf of one of our client companies are payable by the client company by prior agreement. Candidate expenses are not payable by EARS.
7. Where one of the candidates introduced by EARS to a client company through an assignment is not employed or rejects the offer of employment that is made to him/her at that moment, and is subsequently employed (in any capacity) by that client company or any of its subsidiaries or sister companies within twelve months after the initial introduction date, the client company will be responsible for a full applicable fee.
8. Where an offer of employment has been made by a client company to a candidate who accepted, and is subsequently withdrawn by the client company through no fault of the candidate, the full recruitment fee will be payable by the client company.
9. Where a candidate submitted by EARS to a client company is introduced by the client company to a third party within 12 months after the initial introduction, physically or morally - whether associated with the client company or otherwise - resulting in employment of that applicant, the full fee will be payable by the client company to whom the candidate was originally introduced.
10. If a candidate employed subsequent to an introduction by EARS terminates the engagement on his/her initiative or if the client company terminates the engagement on its initiative within a period of six months from the date of the engagement, EARS shall seek a

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replacement for the same function at no cost whatsoever. This warranty is subject to the following conditions:

- a) The breaking of the employment contract is not due to a grave error of the employer nor is it attributable to a collective dismissal measure or any other economic motive or any "force majeure".
 - b) The breaking of the employment contract is not due to a significant difference between the job description provided by the client company to the candidate prior to the engagement and the actual position filled by the candidate. The profile for which EARS has been mandated to recruit is not different from the replacement it should recruit for within the replacement clause.
 - c) Payment of the fees and expenses is completed within the period of time indicated by clause 4.
 - d) The client company has officially notified EARS within a week of the departure of its employee and of the motives behind his/her departure. The client company commits itself to immediately informing EARS on the possible engagement by the client company of a replacement.
 - e) EARS has not yet provided a free replacement for the relevant position.
11. Any invoice remaining unpaid on the date that it falls due will be subject, ipso jure and without prior notification, to interest at a rate of 10% per year.
12. When the client company cancels a retained assignment contract that has been made with EARS, only fees already due, together with the advertising costs if applicable and any other agreed costs, will be payable immediately, in accordance with the specifications of EARS' fee calculation sheet.
13. Any significant changes made by the client company to the job description, candidate profile or other key parameters will automatically result in the termination of the assignment between EARS and the client company and will entail the start of a new assignment between both parties. The same Terms and Conditions will apply to the new assignment, unless otherwise agreed.
14. If the client company hires one or more additional candidates within 12 months after the initial introduction, the fees with respect to the engagement of any additional candidate(s) will amount to the same fee as agreed for the initial engagement. In that event, the full fees are payable on the signing of an employment contract between the additional candidate(s) and the client company.
15. EARS will present any candidate identified as matching the profile, even though the candidate's resume or any other piece of application belonging to the candidate is in the possession of the client company before the launch of the assignment. Any engagement by the client company of the candidate presented by EARS, even if the candidate was already known by the client company, will automatically lead to the payment of a full fee to EARS.

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16. No liability can be accepted by EARS or any of EARS' employees for any negligence, lack of skills, misconduct or any other grievance for which the candidate is responsible. EARS cannot be held liable, neither explicitly nor implicitly, for any failure to perform well or to comply with his/her terms of employment or for any loss, expense, damage or delay arising from the introduction of a candidate to a client company or from his/her engagement by the employer.
17. EARS will not cover the validity of the work permits, the medical condition or security clearance of the presented candidates.
18. EARS cannot be held liable for any loss, expense, damage or delay of any kind caused by an act of EARS or an act of EARS' employees, except for any loss or damage caused by an intentional act.
19. These Terms and Conditions create legal obligation only between EARS and the offices and subsidiaries of the Client company.
20. In the case where one or more specific clauses of the contract between EARS and the client company would be in violation of the Belgian or any other applicable legislation, this would only affect the relevant clauses and will not have any further implication on the validity of the remaining clauses of the contract.
21. The client company will refrain, at any stage of the process, from contacting the candidates directly.
22. The client company's offer, if any, will be presented exclusively by EARS to the selected candidate.
23. All contracts and assignments are governed by Belgian law.