**Appointment by Shipping Company of Agent for Recruitment of Personnel**

AGENCY AGREEMENT

BETWEEN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND AGREEMENT FOR RECRUITMENT made this \_\_\_\_ day of \_\_\_\_\_\_\_ 200\_ BETWEEN \_\_\_\_\_\_\_\_ LIMITED, a Company incorporated in \_\_\_\_\_\_\_\_\_\_\_, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the Principal") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PVT. LTD. a Company incorporated in India, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as "the Agent";

WHEREAS the Principal is carrying on the business of ship -- management desirous of appointing the Agent, to act as Agent to assist the Principal in recruiting personnel from India for its ships on the terms and conditions hereinafter contained;

NOW IT IS HEREBY MUTUALLY AGREED between parties hereto as follows:

1.     The Principal hereby appoints the Agent to be its Agent in India with effect from \_\_\_\_\_\_\_\_.

2.     Whenever required by the Principal or any of its associated concerns or clients:

a.     The Agent shall arrange for suitable advertisements to be inserted in local newspapers for posts to be filled in the offices or the Ships of the Principal, its Associates or their clients.

b.    The Agent will scrutinize all applications, send out application forms for candidates to be interviewed, carry out interviews; and submit to the Principal a short list of the applicants for the Principal's consideration.

c.     When the Principal has made a selection, the Agent will make arrangements for their medical check up, visas, passage etc. etcetra.

3.     The Agent will also make arrangements for visas, passage etc. whenever required for any of the staff already serving the Principal.

4.     The Agent will also assist the Principal in investigating and processing in any project in India that the Principal is considering venturing into India.

For and in consideration of the services to be performed under this Agreement, the Principal agrees to pay the Agent as follows:-

A.    A monthly retainer fee of Rs.\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) payable in advance for 3 months at a time. Such fee shall be payable from the date of commencement of this Agreement and shall continue for so long as this Agreement and shall continue for so long as this Agreement remains in force.

B.    A fee equivalent to one month's salary of any person employed by the Principal through the Agent's efforts as hereinbefore provided, subject to a maximum of Rs.\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) per person employed. In the event that no person is employed, in spite of the Agent's best efforts, then the fee payable will be equivalent to half of one month's salary offered for the post to be filled, subject to a maximum of Rs.\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only).

C.    The Principal will in addition send advances to the Agent for all actual expenses to be incurred on advertisements, visas, passages, and other incidental expenses. The Agent will submit an account listing all expenses duly supported by original bills, vouchers etcetra.

It is hereby agreed that the terms of the Agreement may be modified by mutual consent of the parties.

This Agreement shall remain in force upto \_\_/\_\_/\_\_\_\_ and, if extended thereafter, such Agreement shall remain in force until terminated by either party giving one month's notice in writing expiring on the last day of any calendar month.

Should any dispute arise between the Owners and the Agents the matter shall be referred to arbitration in Hongkong in accordance with the law of Hongkong.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

SIGNED AND DELIVERED by the with in named )

for and on behalf of the Principal )

in the presence of )

SIGNED AND DELIVERED by the with in named )

for and on behalf of the Agent )

in the presence of )