

MEMORANDUM OF UNDERSTANDING

ON

RECRUITMENT ENGAGEMENT

BETWEEN

The Client

AND

BETTERSHIP



PURPOSE

The purpose of this Memorandum of Understanding is to set forth the terms and conditions, the scope of work, and the responsibilities of the parties associated with their collaboration on providing recruitment services to the Client. Both parties agree to collaborate to ensure the recruitment services provided by Betterness are efficient, effective, and tailored to the Client's needs. This MOU is at will and may be modified by mutual consent of the authorized officials of the Client and Betterness. This MOU shall become effective upon execution by the authorized officials of the Client and Betterness; and will remain in effect until modified or terminated by any of the parties.

SCOPE

Betterness specializes in delivering HR services to support the Client's nationwide recruitment needs, ensuring high-quality and suitable candidates for the specified roles. In this instance, Betterness has been engaged by the Client to provide talent recruitment services. Betterness ensures equal opportunity by sourcing both male and female candidates for all roles.

The following will serve as the responsibilities of the parties under this MOU:

Betterness shall undertake the following duties

1. Provide Recruitment services for the Client;
2. Advertise or/and headhunt qualified talents for the roles advised by the Client;
3. Assess and select applicants for the role(s) using the job description and person specification provided by the Client;
4. Present a list of successful candidates to the Client for further assessment;
5. Facilitate the meeting of the talents with the client for re-assessment and update them on the Clients' decisions.



“The Client” shall undertake the following duties:

1. Provide Betterment with the job descriptions and proposed salary budgets for the advertised roles;
2. Provide a location for the re-assessment of the talents which is to be communicated to the talents;
3. Assess the talents deemed suitable by Betterment;
4. Convey suitability of the talents to Betterment;
5. Process outstanding payments for all invoiced and completed recruitment tasks.

COMMITMENT FEE

To ensure a focused and dedicated recruitment process, the Client shall pay a commitment fee of ₱10,000 upon submitting the Candidate Request Form.

Purpose of the Commitment Fee:

1. Prioritization: Ensures the Client’s request is prioritized for faster processing.
2. Dedicated Support: Allocates a dedicated recruiter to the Client's search.
3. Mutual Commitment: Demonstrates both parties’ commitment to finding the right talent.

Terms and Conditions:

1. The commitment fee is fully refundable only upon the successful placement of a candidate.
2. If the Client decides to discontinue Betterment's recruitment services after making the payment, the commitment fee shall not be refunded.

The Client’s payment of this fee indicates agreement with these terms and initiates Betterment's commitment to delivering exceptional recruitment support.



COMPENSATION AND FEE ADMINISTRATION

In engaging Betterment's services, Betterment offers budget flexibility and control to its clients. Betterment's service fee is 10% of the agreed gross salary for the talent's first six (6) months. With the MOU reviewed and signed, we proceed to commence the recruitment process. The Client agrees to pay 100% of the invoiced recruitment fee within two (2) weeks of the candidate's start date.

OTHER CHARGES

All invoices are subject to Tax - VAT is 7.5% of fees incurred and will be billed along with fees and any approved expenses.

NON-CIRCUMVENTION CLAUSE

The Client agrees not to circumvent Betterment by hiring or engaging professionals introduced by Betterment without prior written consent. Such actions will absolve Betterment of any related claims or liabilities. The Client will also pay Betterment the equivalent fees had the professional been hired through Betterment.

TERMS AND CONDITIONS

It is mutually understood and agreed by the parties that:

1. This MOU is based on the Client's manpower requirement and Betterment's engagement to recruit the required talents.
2. If a talent introduced by Betterment departs within three (3) months of their engagement with the Client, Betterment will provide a replacement at no additional cost within an agreed timeline.
3. Should "The Client" not find a suitable talent after 3 batches of introduction attempts by Betterment for each role; the Client shall be at liberty to request the cancellation of this MOU with Betterment.
4. This MOU may be amended from time to time by mutual agreement of the parties by a written modification signed by both parties.
5. The parties shall be solely responsible for all costs associated with their responsibilities under this MOU.



6. This MOU may be terminated upon completion of all responsibilities as stated herein unless otherwise amended

