



## HTLC NETWORK A.G.

Web: [www.htlcnetwork.com](http://www.htlcnetwork.com) - E mail: [info@htlcnetwork.com](mailto:info@htlcnetwork.com) ; <name>.<surname>@htlcnetwork.com

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### RECRUITMENT, SELECTION AND EVALUATION SERVICES

In compliance with the HTLC Network services extension medium term strategy, also these services have been added in the offered range, taking care to assign the responsibility of these to experienced and skilled HR specialist and work psychologists, cooperating with our network in Europe, India, China and United Arab Emirates.

It remains the exclusive right and competence of subjects qualified for the exercise of the psychologist's profession, to carry out psychological and aptitude evaluations to obtain evaluations of the profile and total suitability to the activities required in the employment contracts. HR Consultants are completing the services with all the administrative support, contracts and cost planning related to each single recruitment action.

The service, which has been organized includes the combination and the integration of the two services described below, performed by the two typologies of certified professionals to grant the above mentioned activities and integration for a full service approach. The two sections of this proposal have been indicated with two different definitions as follows, and they belong to two different specific professional fields, even if integrated:

- A. SERVICE OF RECRUITMENT, COORDINATION AND START UP OF EMPLOYMENT;
- B. SERVICE OF SELECTION AND EVALUATION OF THE EMPLOYEES OR FREE LANCERS.



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### **Attachment 1 - Research, selection and evaluation**

The procedure of service includes the following subsequent phases:

**A. SERVICE OF RECRUITMENT, COORDINATION AND START UP OF EMPLOYMENT;**

1. delivery to the Customer of the profile form, which the Customer will fill in, including the description of the company needs and the candidate's requirements.
2. research of the candidate in the national data bank of the Italian Ministry of Labour;
3. in case of unsuccessful result of the research of point 2 (or contemporary research of point 2, if requested), research by advertisement on newspaper and/or web site (costs on customer charge)
4. screening of the correspondence, matching of requirements, features on C.V. and determination of the list of candidates, with preliminary phone contacts of the consultant, possibly plus the psychologist (with or without the customer, also by conference call)
5. preliminary support for the definition of the package salary and prospective benefits
6. editing / optimisation of the employment contract (clauses for benefits, resolution allowances, use and negligence, no competition agreement, minimum permanence clause, variable salary clauses, applicability or not of the National Collective Labour Agreements, etc)
7. estimation of the minimum/maximum labour cost referred to the standard candidature or for each candidate.

**B. SERVICE OF SELECTION AND EVALUATION OF THE EMPLOYEES OR FREE LANCE**

8. optional phase of the selection interview with the psychologist;
9. optional phase of the evaluation psycho aptitude tests by the psychologist.

The fees for the service are as follows:

- Phase 1: no charge;
- Phase 2: quotation €120,00 for each kind of requested profile;
- Phase 3: hourly fee €50,00/h.
- Phase 4: screening €50,00 /h. (average 4/5 C.V./h); phone interviews with written advice €80,00/h.
- Phase 5/6/7: €90,00/h. services enrolled by Labour Consultant;
- Phase 8: selection interviews by the psychologist, and possible collaboration and training for the engagement (with presence of the Customer c/o our sites, or by conference call o videoconf.): hourly quotation €90,00.
- Phase 9 : evaluation test by the physiologist (technical and /or aptitudinal), also collective, check and evaluation of the candidates: €90,00/h. (including the technical material necessary for the tests).

**\* Before any activity the minimum and maximum length will be estimated in detail and they will be preliminary approved by the customer; the invoicing will be as much analytic.**

The above mentioned fees, will be increased annually in the measure provided for the national pointer of prices-costs of life calculated by ISTAT. The fees will also be increased in case of substantial laws variation demonstrated and not predicted, which will modify the operative length and the staff procedures, or introduce new fulfilment.

The payment will be settled for 50 % of the amount by bank transfer anticipated and immediate payment at the signature of the contract , and for the other 50 % at the 30<sup>th</sup> day from the signature of the employment or free lance contract; the supplier's bank data will be printed on each invoice and the fees are VAT excluded. The invoices will be sent directly by "Fondazione Consulenti del Lavoro" in name and on behalf of the HR Consultant.

The delay on payments beyond the fixed terms, will cause the charge of passive interests, equal to the legal rate increased by seven points percentage, as per the EU Directive nr. 2000/35/CE.

Signatures \_\_\_\_\_  
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## Attachment 2

### PROFILE REQUEST FORM

Company job title / job description/ content :	
Annual gross fix salary (or minimum / maximum) :	
Company culture/ mission :	
Annual gross variable salary upon reach of 100% of the goals assigned :	
Benefits :	
Minimum high school training:	
Minimum university training :	
Minimum post university / master training:	
Minimum information technology knowledges :	
Minimum foreign languages knowledges :	
Minimum professional /associative certifications :	
Minimum work experience :	
Destination workgroup features :	
Supervisor / manager features :	
Job positions with more intensive relations :	
General goals of the job :	
Cereer opportunities :	
Travel needs :	
Internal training needs :	
External training needs :	
Abroad work opportunities / needs :	
Main work site address :	
Working days per week :	
Working hours per day:	
Description of company environment/ climate :	
Minimum and maximum age required:	

Company interlocutor name :	
Company interlocutor position/ title:	
Direct / mobile phone contact :	
E-mail contact :	

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### Attachment 3

Evaluation and selection available test list :

Test name	Contents/ advised applicability	Candidates names
Big Five	Personalità evaluation test For all kind of employees	
Pasat 2000	Personalità test. Account/ marketing positions	
Assessment Center	Competence and attitude test Manager and graduates evaluation	
GCT	Competence and attitude test Medium level of high schhol graduates and white collars.	
Work groups test	Individual competence, work group approach, decision making. Position in which work groups are essential.	
Creative minds test	Creative potential evaluation. Positions evaluations in which creativity is essential.	

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## SERVICES SUPPLY AGREEMENT

On the \_\_\_\_\_  
between

Mr. Luca Martin, with legal offices in Milan, via Moscova 60, and Vat code 10489710151, Labour Consultant enrolled in the Association of HR Consultants, nr. ...., in the name and on behalf of Fondazione Lavoro, as per proxy nr. MI00973FL (called from now Supplier)

and

....., with legal site in .....,  
Vat / fiscal code in Italy .....,  
(called from now Customer)

is mutually agreed all what follows:

### 1. Subject, integrative parts and fees

The following documents are considered for any legal and contractual effect subject and integrative part of the present agreement named Attachment 1 (or attachment 2)

### 2. Acceptance

The Customer accepts, through Mr. ...., in quality of ....., with the signature on each page of this contract, the services offered and indicated at point 1. of this contract, in compliance with the information and prices there indicated, and detail of any possible additional written communication of the Customer, (even the present integrative part of this contract if signed by the Supplier for acceptance).

The person signing the present contract, declares under his/her own full responsibility, to be in possession of proper proxy or company authority in order to sign this contract.

The contract and the attachments will have to be sent back signed on each page for express acceptance, in original or by fax. The Supplier has the faculty to require, and in said case the Customer engages to correspond, purchase money on the service performances, at the beginning of the supply or in case of personalized plans of consultancies. The services supply will start from .....

Acceptance of this contract implies the immediate inclusion in the Supplier professional risks insurance coverage.

### 3. Data Security and Discretion

The Supplier will not spread in anyway information acquired through the supply in subject of this contract, keeping the maximum discretion and professional secrecy about any treated argument.

In compliance with the Privacy Italian law (D. Lgs. 196/2003) the Supplier is with this act authorized to deal with any information concerning the Customer staff and grants at the same time that any information entering its database is controlled through antivirus (Norton Corporate Edition with daily internet update) and backed up daily.

The Customer will immediately inform the Supplier if any of its employees will use the rights indicated in art. 13 of Law 196/2003. The person with the responsibility for the information management by the Supplier in compliance with Law 196/2003 is Mr. Luca Martin.

The Customer will inform its employed and free lance personnel, who is authorized for the access to the personnel information, that the right to the reserve of personal information, documents and procedures of the Supplier, is existing, also apart from the possible resolution of this contract for any reason, at least for five years from the resolution date. The Customers authorizes the Supplier to use its name as reference in the commercial documents of the Supplier, for all the duration of the contract, without violation of any rule, agreement or law.

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#### 4. Interest Conflicts

The Supplier declares not to be subject to obligations or restrictions , and that will not assume obligations or accept restrictions which could interfere, be incompatible or create interest conflicts in connection with the services in subject of this contract, except those indicated by the law.

#### 5. Guarantee

The Supplier will carry out the service with the maximum due diligence and attention, taking care if necessary of correcting its mistakes at its own charge, if these will be caused by its fault. The Supplier will replace the Customer with a total reimbursement for the amounts which the Customer will have anticipated with no title to its employees and that will not technically be possible to recover or withdraw, with express exclusion of reasons of company image, and apart from treatments of best favor to the employees which will remain on total charge of the Customer. In such cases the Customer will have to have activated and concluded specific possible legal action for the credit recovery. In no case the Supplier will be eligible for responsibility as from art. 106 of the Italian Civil Procedure Code. Works for which the Customer could send a written request for remake or reprint, for reasons not due to the Supplier's faults, will be charged in addition to the determined fees in compliance with the conditions agreed in this contract, with automatic acceptance of the Customer at the act of the request. The Customer accepts that the maximum limit of damage reimbursement for Suppliers responsibilities connected with this contract, will be the value paid by the Customer for any administrative sanctions, excluding capital and interests. The Supplier will not be considered responsible in case mistakes or malfunctions of the rendered services will be resulting from the missing or bad supply from the Customer of complete information through the procedures indicated by the Supplier.

#### 6. Personnel

The Supplier will always ensure that the services will be supplied by qualified personnel with specified experience and in adequate number. The Customer authorizes the Supplier to use Third Parts, for the management of part of the services, under the control and responsibility of the Supplier, who is granting for the compliance with the law, social contribution and tributary rules, of the contracts with its employees and free lances, chosen anyway from the Supplier only. The Supplier will on Customer request inform the Customer of all the individual information of its staff.

The Customer will render available on request to the Supplier any document necessary in compliance with the Law 626/94 for safety at work, in case of short accesses of its personnel by the Customer's offices, and same obligation is accepted by the Supplier in the opposite case.

#### 7. Terms and Resolution

This contract has effects just for the length of time necessary to develop the services indicated in Attachment 1 provisionally to the nominations required with the relative profile form. Both Parties can recede in any moment with a three days' notice, sent by fax with the receive.

The lack of notice period or the anticipated resolution for causes not attributable to the Supplier will be assessed by a value equal to 10% of the gross salary of the required nominations (in case of lack of this data, it will be considered the average between the minimum and maximum indicated by the Customer on the profile form required, attachment 2 and integrative parts of this contract for any legal effect).

The notice period will be evaluated with an amount equivalent to the last four invoices issued before the date in which the Supplier will receive the resolution communication.

In case of resolution of the present contract, the Supplier will be paid for all the fulfillments carried out and to be carried out in order to complete the fiscal fulfillments in progress, which will be paid on delivery of the last invoice and of the company documents being returned.

Signatures \_\_\_\_\_  
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HTLC Network A.G.

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### 8. Delivery Terms and Information Property

The Supplier will deliver any document or end any service within the law terms, and within the possible different terms required by the same Customer, considering the operative minimum times declared by the Supplier and cases of 'major strength' due to possible delay in the supply of technical software updates and/or extraordinary law changes and/or weather and human extraordinary events. In these cases the Supplier is free from any damage reimbursement responsibility. Information is Customer's property. The Supplier will send back the database information withheld, at anytime, upon written request of the Customer and acceptance of connected estimated fee at pure cost.

### 9. Sole Agreement

This agreement and its attachments, which integrate it, cancel and replace any other previous agreement, implicit or explicit, and builds the complete manifestation of the Parts' will in compliance with the subject of this contract. Any modification to this contract will have to be agreed in written.

### 10. Express resolution clause

In case of missing fulfillment as from art. 1456 of the Italian Civil Code, with reference also only to one of the following duties: reserve and property right, payment obligation and obligation of information and cooperation, the contract is intended as resolved after the receipt of a declaration of resolution sent by registered letter.

In case of missing payment from the Customer with a delay over 30 days, the Supplier, after 30 day from the communication of delay and request of payment, will have the right to use this clause, preserving the right to request any damage.

### 11. Competent Law Court and partial nullity

Exclusive competence is agreed to the Milan Law Court and this also in weaver of different and applicable laws.

If one ore more of the clauses of this contract or of its changes, should be considered not valid or such declared, with final decision from a competent legal authority, all the other clauses will maintain their value.

The Customer declares to have read and accepted the present contract in all its parts, for any legal effect in compliance with the Italian Civil Code, and particularly from article 1321 to 1469.

The Supplier  
HTLC Network AG  
Luca Martin

The Customer  
A person with legal signature power  
Name and surname:

For specific acceptance of points number :

1. Integrative Parts - Subject
2. Acceptance
6. Terms and Resolution
7. Delivery Terms
9. Competent Law Court

The Supplier  
HTLC Network AG  
Luca Martin

The Customer  
A person with legal signature power  
Name and surname: