



SOYAconsulting

## About a company SOYAconsulting

SOYAconsulting is the Ukrainian company, expert in area of skilled consulting, investment consulting, legal services, coaching.

Our aim - to help companies to decide standing before them intricate problems. For this purpose we give to them the experience in the decision of analogical tasks, expert knowledge and front-rank technologies (own and from leading world developers).

As a result of our joint work with a client, he gets the prepared decisions inculcated to technology, useful changes et cetera.

In the total, we promote the cost of companies of the clients and help to labour for them high ambitious aims.

## Principles of our work

From the day of founding a company SOYAconsulting followed principle "Effectiveness and caring about interests of client".

Effectiveness means that for the client of expense on consulting services must be (desirably, repeatedly) recompensed. The criterion of effectiveness is a return from investments in organizational changes and in a personnel. SOYAconsulting is oriented on an achievement obvious and besides long-term result are appreciations of value of company of client.

Caring about interests of client is first of all sincere interest and respect in him, aspiration to understand his necessities. SOYAconsulting tries to give exactly that to every client, that is really required him. This principle is the basis of any partner relations.

Due to the following the principles, SOYAconsulting deserved an image company, giving services super.

One of rules of our company is mobility. And the consultants of SOYAconsulting work wherein it needs to the clients.

## Our services

### Management consulting

- Testing of employees of firm
- Analysis of psychological compatibility of employees
- Analysis of professional competence of employees
- Creation of command
- Recruiting- search and selection of specialists
- Creation of command from the ground up
- Training

### Investment consulting

- Analysis of economic situation in industry
- the Financial ground of expediency of investments
- Registration of firm
- Creation of command from the ground up
- Search of apartment under storage, office, production
- Networking
- Custom services

### Legal services

- the Economic right
- the Criminal law

- the Pre-trial settlement of spores
- Presentation of interests in a court

## Coaching

- Individual consultations

Telephones:

(044) 232-20-18

(067) 467-54-09

Director Sergey Dmitrievich Obiednin

Address:

Company "SOYAconsulting", Tropinina str.,10, Kyiv, Ukraine, 04107

E - mail: [soya@soyaconsulting.ru](mailto:soya@soyaconsulting.ru) Skype: SOYAconsulting

[www.soyaconsulting.ru](http://www.soyaconsulting.ru)

# MANAGEMENT CONSULTING

AGREEMENT No \_\_\_\_\_

on providing of services in the selection of personnel

\_\_\_\_\_200\_\_\_\_

Private Company "SOYA", named in future "Performer", in the person of director Obiednin Sergey Dmitrievich, operating on the basis of Regulations, from one side, and \_\_\_\_\_, named in future "Customer", in a person \_\_\_\_\_, operating on founding \_\_\_\_\_ on the other hand, concluded this treaty on the following:

## 1. SUBJECT OF AGREEMENT

1.1. A customer charges, and Performer gives services in a search and presentation of candidates in accordance with the requirements ratified by Customer in Request (Requests) and Description of requirements to the candidate (further "Description of requirements"), which are inalienable part of this Agreement (ApplicationNo1 and ApplicationNo2 to this Agreement).

1.2. Work of Performer is considered executed, if Customer makes decision about hiring of candidate, presented by Performer (including about a conclusion with him labour contract, contract of work and labour or providing of services), about what parties sign Act of acceptance over of works

## 2. OBLIGATIONS OF PARTIES

2.1 Performer is under an obligation :

2.1.1. To conduct a search and presentation of candidates on each of the declared vacancies in accordance with the requirements ratified in Request and Description of requirements;

2.1.2. To organize the interview of candidates with the representatives of Customer in agreed an about with Customer time;

2.1.3. In case if the candidate accepted by Customer on work, on some reason (except laying off the staff of company of Customer), will be discharged during the trial period of candidate, Performer carries obligations under single free replacement of candidate.

2.1.4. Replacement of candidate, according to a point 2.1.3, is guaranteed by Performer only in case, if Customer advised Performer about the necessity of replacement not later than in 3 days from the moment of discharge of candidate.

2.2 A customer is under an obligation :

2.2.1. To give complete description of position to Performer, duties and requirements, produced to the candidates, information about the terms of hiring.

2.2.2. To conduct an interview with the candidates presented by Performer, in the concerted terms and time. In case of the multi-stage system of hiring (passing by the candidate of a few interviews with the different public servants of Customer) an interval between the first and final interview must not exceed 20 (twenty) calendar days.

2.2.3. To make decision on every candidate presented by Performer and inform of it Performer during 7 (seven) calendar days after a final interview.

2.2.4. To direct nobody of the presented candidates in other companies.

### 3. ADDITIONALSS

3.1. In case if Customer during 1 year from the moment of signing of Agreement accepts the candidate presented by Performer on any other position not foreseen by Request, or enters into with a candidate the contract of work and labour or providing of services, made payment on the terms set in Request on a basic vacancy, if parties did not agree about other terms of payment, that is reported in the special application to this Agreement. Payment comes true in obedience to p.4 this Agreements.

3.2. All amendments and supplements to this Agreement are actual only in case if they are accomplished in writing and signed by both parties.

3.3. This Agreement is made and signed in two copies: on one for Performer and Customer. Both copies have equal legal force.

### 4. COST OF SERVICES AND ORDER OF CALCULATIONS

4.1. The cost of works is by this agreement set for every declared vacancy separately and fixed in Requests (see Applications).

The calculation of cost of services in the selection of personnel is produced, coming from the following parameters:

- Cost of selection of specialists : 15 - 30% annual earnings of employee.
- Advance 50%

4.2. A final calculation between parties is produced upon termination of works on every declared vacancy, during 5 (five) bank days from the moment of signing of Act of reception are handing over of works on the basis of account, invoice, signed Act of acceptance over of works.

4.3. All calculations come true by enumeration of sum of fee on the clearing account of Performer.

4.4. In case of ill-timed payment of the executed works Performer is right to demand from Customer payment of fine in size of a 0,5 % detained payment for every day of delay, but no more than 10% from the detained sum.

## 5. CONFIDENTIALITY

5.1. Parties guarantee providing of confidentiality in regard to the information passed to each other.

5.2. A customer guarantees the nondisclosure of information about pricing of Performer and about a concrete cost the performed orders.

5.3. A performer guarantees the nondisclosure of any information being confidential for Customer. 5.4. A performer co-ordinates with Customer a volume and quality of information about the vacancy offered to the candidates.

## 6. CIRCUMSTANCES OF INSUPERABLE FORCE

6.1. Parties of this Agreement will not bear the responsibility in case of non-fulfillment of the responsibilities under circumstances which they could not foresee, and could not prevent, such as natural calamities (flood, fire, earthquake etc.), social conflicts (national strikes, civil wars etc.), and also edition of acts of legislation, considerably complicative, limiting or forbidding providing of the services foreseen by this Agreement.

6.2. Parties are obligated immediately to advise each other about the offensive of the circumstances listed above. In case of offensive of the indicated circumstances of Side can stop an action or before the appointed time to undo a real Agreement.

6.3. The pre-schedule stopping or stopping of this Agreement does not release Customer from obligations under the article 4 this Agreements on payment of the work executed by Performer in the moment of offensive of event.

## 7. TERM OF ACTION OF AGREEMENT

7.1. This Agreement goes into effect from the moment of his signing and operates 200\_ to " \_\_\_\_\_ " \_\_\_\_\_.

7.2. Agreement can be undone an on initiative of one of parties by writing notification of other side no less that 30 days prior to the date of the supposed dissolution. In case if none of parties expressed intention to undo agreement, it is considered prolonged on every subsequent year.

7.3. In case of pre-schedule dissolution of this Agreement, Parties sign Act about stopping of works by Agreement or on Requests with pointing of candidates, information about which was presented to Customer by Performer during realization of the duties by this agreement.



7.4. The amount of Applications to this Agreement during the term of its action is unreserved.

## 8. RESPONSIBILITY OF PARTIES

8.1. For non-fulfillment or improper execution of obligations by this agreement Performer and Customer bear the property responsibility in accordance with the current legislation of Ukraine.

## 9. ADDRESSES And BANK essential ELEMENTS of PARTIES :

Performer

Customer

Private Company "SOYA"

Mailing address: Tropinina str.,10 Kiev 04107

Tel. 044 232-20-18

---

Mailing address:

Tel.

R-naru Code26004000024272 MFO 300023

Bank " Ukrsoysbank"

Registration Code 31172564

R-naru Code

Bank

Registration Code

Performer: \_\_\_\_\_

Date \_\_\_\_\_

Customer: \_\_\_\_\_

Date \_\_\_\_\_

P.S.

P.S

AGREEMENT No \_\_\_\_\_

on providing of complex informatively - consultative services in testing and selection of personnel

\_\_\_\_\_200\_\_\_\_\_

Private Company "SOYA", named in future "Performer", in the person of director Obiednin Sergey Dmitrievich, operating on the basis of Regulations, from one side, and \_\_\_\_\_, named in future "Customer", in a person \_\_\_\_\_, operating on founding \_\_\_\_\_ on the other hand, concluded this treaty on the following:

## 1. Subject of Agreement

1.1 Subject of Agreement is providing by "Performer" informatively - consultative services in testing of personnel and search of candidates on vacant positions " of Customer". "Performer" during the term of action of Agreement, in accordance with the requirements indicated by "Customer" in a request (Application to Agreement, further "Request"), tests the personnel of "Customer" and carries out the search of candidates for substituting for vacant positions in accordance with the conditions of this Agreement. To Agreement a few Requests can be added.

## 2. Right and duties Performer

A performer is obligated:

2.1 To consult Customer on questions of filling of Request with that the information presented in it allowed to render services in accordance with p. 1.1. professionally and in the set term.

2.2 To carry out monitoring of labour-market with the purpose of grant to Customer of information about present on it specialists, conforming to the requirements produced by Customer to the candidates.

2.3 To carry out a search and preselection of candidates, possessing sufficient qualification for substituting for vacant position.

2.4 To carry out the estimation of accordance of descriptions of candidates to the requirements expounded in Request.

2.5 To conduct negotiations with candidates about their participating in procedure of selection and terms of hiring.

2.6 To present to Customer a writing report - resume or questionnaire on every selected candidate, biographic information is reflected in which, information about education and work experience, about present and previous jobs, and also other, accessible to Performer information which can matter for Customer.

2.7 To co-ordinate with Customer and selected candidates time and place of realization of internal procedures of selection. The employees of Performer are right to be personally present at every internal procedure of selection of candidates.

2.8 In case of acceptance by Customer of decision about a reception to work of candidate from a number presented Performer, to reveal to the candidate about the decision of Customer.

2.9 In case if the candidate, directed by Performer and accepted by Customer on work will be discharged during the trial period indicated in Request, from the day of admitting of him to implementation of labour duties, A performer provides replacement of this employee for the account and by the facilities. Replacement is frequent.

These guarantees are not actual, if the hired candidate will retire on own initiative, because of offensive of reasons depending on the actions of Customer. To such reasons, the following behave: reduction of quantity or state of workers of Customer, change of conditions of the labour agreement with a specialist, non-fulfillment by Customer of the terms expounded in Request, and also in case of occurring of other circumstances, knowing about existence of which beforehand, a candidate would not agree to pass to work to Customer.

2.9.1. Fulfilling commitment on p. 2.9. comes true in the next order:

- During three calendar days from the day of discharge of specialist Customer is under an obligation to direct about it writing notification to Performer.
- In notification there must be a date, number of order about the discharge of specialist and reason of discharge.
- In case of not notification "Customer" of "Performer" a trial period is considered to passed, and "Performer" the obligations before "Customer" considers executed.
- In the period of action of this Agreement and during twelve calendar months from the moment of completion of term of guarantee (p. 2.9.) to undertake no actions and not engage in a purposeful search among the employees of "Customer" of candidates on a vacancy in other organizations.
- In case of change of requirements to the candidate in the process of work on the selection of personnel on a current vacancy "Performer" reserves a right to revise the cost of services in the selection of specialist on this Request, and also form of payment and warranty obligations.
- To give a writing report on the results of testing of employees of "Customer" according to a request.

### 3. Right and duties of Customer

A customer is obligated:

- 3.1 To give to "Performer" complete description of works on this worker place, requirements produced to the candidates, and also information about the terms of hiring. These information is recorded in writing as Request to Agreement and are its (Agreements) inalienable part.
- 3.2 In good time to inform Performer of changes in description of work on this worker place, requirements produced to the candidates, and also terms and terms of hiring.
- 3.3 During three working days from the moment of receipt of information about a candidate to make decision about his further participating in procedure of selection.
- 3.4 To accept a certain decision about hiring or abandonment from hiring somebody from candidates and to inform of it Performer during three days after realization of interview.
- 3.5 To pay services of Performer on the terms, in a size and the terms indicated in Request.
- 3.6 In case of refuse from hiring of candidates by reason of abolition of vacancy to pay to Performer a fee for the actually given services in size of 50% from the total worth of services, indicated in Request.
- 3.7 In case of hiring of candidate into working place, different from indicated in Request, to make payment services of Performer in size of the cost of services, indicated in Request.
- 3.8 In case of reception to work of the candidate (on any position) directed by Performer, during one year from the moment of completion of term of action of this Agreement, to inform about it Performer and to produce a calculation in accordance with the conditions of the Agreement.
- 3.9 In the case of hiring a candidate from among the Contractor Customer agrees to sign the Acceptance of delivery no later than three days after receiving candidate for a job and pay for services rendered, "the Contractor" within three business days in full. Recruitment is the actual beginning of work at the enterprise customer, regardless of the form of labour relations.
- 3.10 If in the moment of presentation of candidate to Customer turns out, that terms of organization of works, payments and other terms of hiring enumerated in Request, are unreliable, Customer is under an obligation to pay to Performer a forfeit in size of 20% from the cost of services in this vacancy.
- 3.11 In case if Performer gave to Customer of resume of candidate, which Customer already got from other agency or by another methods, Customer is under an obligation to report about it to Performer during one working day. Otherwise, if a candidate accepts Customer about work, favour of Performer fall due Customer in full.
- 3.12 To give an office equipment, internet and separate cabinet for testing of employees of company "Customer"

#### 4. Order of payment

- 4.1 services of Performer made payment Customer by enumeration of sum in size of 100% on the clearing account of Performer.
- 4.2 Cost and terms of payment of services of Performer make " a reservation Customer" and "Performer" on every Request separately.
- 4.3 In case of suggestion by Performer and reception by "Customer" to work of greater amount of candidates, what foreseen by this Agreement, the reward of "Performer" increases proportionally to the amount of the candidates accepted on work, coming from the cost of services of grant of one candidate, foreseen by this Agreement.

#### 5. Responsibility

- 5.1. For a nonperformance and/or improper execution of the obligations foreseen by this Agreement, parties bear the responsibility in accordance with the current legislation of Ukraine.
- 5.2. A "customer" is right in the one-sided order to give up execution of this Agreement in case of non-fulfillment and/or improper implementation by "Performer" of obligations, foreseen by this Agreement and /or by corresponding applications without a compensation to "Performer" of the actually born charges.
- 5.3. A "performer" is right to take off Request of "Customer" from execution in case of non-fulfillment by Customer of the obligations by this agreement or grants of unreliable information on a vacancy.
- 5.4. In case of bringing in of other skilled agencies and organizations to filling of the vacancy accepted in work by "Performer", "Customer" is under an obligation in a three-day term to advise "Performer" about it.
- 5.5. Candidate, whose resume was got " Customer" from "Performer", it is considered the presented "Performer". In order to avoid misunderstanding "Customer" can beforehand to beginning of search reveal to "Performer" the names of the candidates found to them independently. If such information was not got " Performer" to presentation to Customer of resume of candidates, any candidate will be considered the presented "Performer".
- 5.6. In case of failure to observe of the terms indicated in p. 4.2., offending party pays to other side a fine in size of 0,2 % from the sum of debt (Application № 1) for every day of expiration.
- 5.7. In case of origin of spores on execution of this Agreement, Parties are obligated to accept all possible measures to their permission by negotiations. If it be impossible permission of the indicated spores by the negotiations of side pass them for consideration in the Arbitration court of Ukraine.

## 6. Additionalss

6.1 In case if "Customer" will direct somebody from the candidates of "Performer" in other company, and it will result in hiring of this candidate, "Customer" is under an obligation to pay to "Performer" a reward in accordance with the conditions of this Agreement.

6.2 All amendments and supplements to this Agreement are actual only in case that they are accomplished in writing and signed by both parties.

6.3 Parties will acknowledge as documents, regulative relations by Agreement, business correspondence, both in original execution and passed by fax or to the e-mail. Grant of originals of Agreement, Applications to it and other documents, related to execution by parties of obligations under Agreement, necessarily.

6.4 Charges of "Customer" by Agreement in any their part can not be produced to none of the candidates presented by "Performer" and hired by "Customer".

6.5 acceptance of works Certificate is made and signs "Parties" on every closed vacancy in the day of appearance of candidate at work.

## 7. Confidentiality

7.1. Parties consider confidential all information transferrable by them to each other, somehow: information about Customers, partners, businessplans, prices, salaries, candidates into vacant places et cetera

7.2. Parties must not open such information to anyone else, except for the cases when: a) it is necessary for the proper implementation of their obligations by this agreement; б) such information is popular; в) on the mutual concordance of parties.

## 8. Force majeure

8.1. Parties of this Agreement will not bear the responsibility in case of non-fulfillment of the responsibilities under circumstances which they could not foresee, and could not prevent, such as natural disasters(flood, fire, earthquake etc.), social conflicts (national strikes, civil wars etc.), and also edition of acts of legislation, considerably complicative, limiting or forbidding providing of the services foreseen by this Agreement.

8.2. Parties are obligated immediately to advise each other about the offensive of the circumstances listed above. In case of offensive of the indicated circumstances of Side can stop an action or before the appointed time to undo a real Treaty.

8.3. The pre-schedule stopping or stopping of this Agreement does not release "Customer" from obligations under the article 4 this Agreements on payment of the work executed by "Performer" in the moment of offensive of event.

## 9. Term of action of Agreement

9.1. This Agreement goes into effect from the day of his signing parties and operates in a flow with "\_\_\_\_" \_\_\_\_\_ 200\_ for "\_\_\_\_"  
\_\_\_\_\_ 200\_

## 10. Applications to Agreement

### 10.1. Applications to this Agreement:

- Application № 1 - Request on testing
- Application № 2 - Request on the selection of personnel
- Application № 3 - Act of acceptance

### **Legal addresses, bank essential elements and signatures of Parties**

Performer:

Customer:

Private Company "SOYA"

Mailing address: Tropinina str.,10 Kiev 04107

Tel. 044 232-20-18

---

Legal address

Mailing address:

R-naru Code 26004000024272 MFO 300023

Bank " Ukrsotsbank"



Registration Code 31172564

R-naru Code

Bank

\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

Application№ \_\_

To Agreement №\_\_ “\_\_”\_\_\_\_\_200\_\_г.

### **Request on testing of personnel**

#### **Information about an organization-customer**

Registration of request data

Company name

Basic type of activity of company. Testifying to state registrations. Testifying to tax registration

Leader of company

Pin person (position)

Telephone/ fax

e-mail

An address/passage

An amount of office workers is in a company

Age of company

Other information about a company

Task on testing

Position

Name

Psychological portrait

Professional portrait

Psychological compatibility

Who a candidate can work now

Degree of success on years

Other requirements

Cost of service in testing of personnel \_\_\_\_\_

makes \_\_\_\_\_ ( \_\_\_\_\_ ) hryvnias 00 cop. (not including VAT ).Advance 50% Term of execution of order  
to \_\_\_\_\_ 2011

### **Request on the selection of personnel**

#### **Information about an organization-customer**

Registration of request data

Company name

Basic type of activity of company. Testifying to state registrations. Testifying to tax registration

Leader of company

Pin person (position)

Telephone/ fax

e-mail

An address/passage

An amount of office workers is in a company

Age of company

Other information about a company

#### **Description of position**

Vacant position

Amount of vacancies on this position

Tasks, position requirements, functions

A place is in the structure of organization (who submits, who is included in a submission, amount)

Chart of work

Trial period

salary on a trial period

salary on a basic term

Sots. packagr

Payment of feed

Payment of transport

Medical insurance

Other

Possible prospects

### **The basic requirements to the candidate**

Education

Preferable sex

Preferable age

Foreign languages (what, degree of possession)

Skills in the field of computer technologies

Other knowledge and skills

Experience

Where and by whom a candidate will work nowc

Requirements to the place of inhabitation

Presence of driving licences, personal auto

Requirements to the personal internalss

**To conduct next researches**

Psychological portrait

Professional portrait

Psychological compatibility of candidate on position in the command of subdivision of company

Who a candidate can be

Chart of success on years

Cost of service in the selection of candidate on a vacancy \_\_\_\_\_

makes \_\_\_\_\_ ( \_\_\_\_\_ ) hryvnias 00 cop. (not including VAT ). Advance 50% Term of execution of order to \_\_\_\_\_ 2011

Customer:

\_\_\_\_\_/\_\_\_\_\_/

Signature

Name

M.П.

"\_\_" \_\_\_\_\_ 200\_\_

Performer:

\_\_\_\_\_/\_\_\_\_\_/

Signature

Name

M.П.

"\_\_" \_\_\_\_\_ 200\_\_

### Report on a request

- 1 Psychological portrait
- 2 Professional portrait
- 3 Psychological compatibility
  - with a director
  - with an chief accountant
  - with the chief of trade department
  - with a manager
- 4 Who a candidate can be
- 5 Chart of success :

Private Company "SOYA" \_\_\_\_\_

Application № \_\_\_\_

To Agreement № \_\_\_\_ from " \_\_\_\_ " \_\_\_\_\_ 200\_\_

**ACT**

**handing-reception of the executed works**

\_\_\_\_\_  
" \_\_\_\_ " \_\_\_\_\_ 200\_\_

We undersigned, Private Company "SOYA" in the person of director Obiednin Sergey Dmitrievich from one side, and \_\_\_\_\_  
" \_\_\_\_\_ " \_\_\_\_\_ in the person of director general \_\_\_\_\_  
on the other hand, made the real Act that according to Agreement № \_\_\_\_ from " \_\_\_\_ " \_\_\_\_\_ 200\_\_ work on providing of services in  
the selection of candidate on a vacancy \_\_\_\_\_ is executed in full and in time, and accepted by Customer. A  
customer does not have claims against Performer on an amount and quality of the executed works.

According to the conditions of the Agreement the sum of payment of works makes  
\_\_\_\_\_ ( \_\_\_\_\_ ) hrn.(including VAT ).

sum by the sample of writing

The real Act is founding for the calculation of parties.

CUSTOMER

PERFORMER

\_\_\_\_\_ " \_\_\_\_\_ "

Private Company "SOYA"

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

P.S.

P.S.