

# IPR Applicant Service Agreement



This **SERVICE AGREEMENT** has been made this \_\_\_\_\_ (Date) by and between \_\_\_\_\_; (Name) having its principle place of residence at \_\_\_\_\_ (hereinafter referred to as the "**Applicant**"); and **Inter Pacific Recruiting Inc.**; having its office at **617 Bloor St. 2<sup>nd</sup> Floor, Toronto, Ontario, Canada** (hereinafter referred to as "**IPR**").

## **Article #1 (Purpose)**

This contract is made for the purpose of setting forth the responsibilities of the **Applicant** to **IPR** and the responsibilities of **IPR** to the **Applicant**.

## **Article #2 (Duties of the parties)**

*(1) The responsibilities of IPR are as follows:*

1. To act in good faith on the part of the **Applicant**, and take his/her needs into account whenever possible and reasonable to do so.
2. To provide accurate information to the **Applicant** regarding the potential employer's job offer and not knowingly misrepresent **the employment offer**.
3. To ensure that the potential employer has been investigated by IPR, and background checks have been completed inline with company policy.
4. To provide the **Applicant** detailed travel instructions before the **Applicant's** departure to Korea.
5. To provide the **Applicant** information about the Korean culture, the Korean workplace, and living abroad in general.
6. To act in good faith on the part of **The Applicant**, taking his/her needs into account whenever possible.
7. To keep any documents relating to the **Applicant** confidential. **IPR** will not release any documents pertaining to the **Applicant** to any other agent except in the express pursuit of securing employment for the applicant.

*(2) The responsibilities of the Applicant are as follows:*

1. To provide accurate information to **IPR** regarding personal information; professional background, and educational credentials
2. The **Applicant** agrees to inform **IPR** if they are seeking employment via another organization that works to place teachers / hires teachers for ESL employment in Korea.
3. **The Applicant** has the responsibility to complete all necessary paperwork supplied by **IPR** in a timely fashion.
4. The **Applicant** acknowledges that **IPR** does not do the actual hiring of the **Applicant** and that **IPR** acts as an independent third party. **IPR** cannot be held accountable for Korean hiring practices
5. The **Applicant** acknowledges that **IPR** cannot get employment for someone who has medical conditions that will affect their work schedule, or a criminal record.
6. To ensure that the needed paperwork is processed and completed without delay. **The Applicant** acknowledges that **IPR** is not responsible for any paperwork processed in Korea and will not be responsible for delays in this process, by any means whatsoever.

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7. Any direct dealings prior with the employer to the Applicant's departure to Korea must be approved by **IPR**.

**In the event that any of these responsibilities are breached the Applicant shall be held liable for any additional expenses incurred on the part of IPR.**

## **Article #3 (Duration of Agreement)**

The term of this Agreement shall be one year commencing from \_\_\_\_\_.  
This agreement may be renewable for subsequent terms by mutual agreement of both parties. Either party may terminate this Agreement at any time without cause by giving at least two months' written notice.

## **Article # 4 (Compensation for Services Rendered)**

There will be no placement fee required from the applicant for a job placement through **IPR**. However the **Applicant** acknowledges that he/she is responsible for all fees relating to the visa processing, related courier costs, and visa issuance. **IPR** reserves the right to adjust any fees for services rendered but will notify the **Applicant** in writing prior to any scheduled changes in a reasonable amount of time.

## **Article #5 (Applicant Responsibility)**

The applicant shall be liable for any and all damages if (but not limited to) any of the following terms if they are breached

1. **The applicant** has falsified documentation regarding his/her personal information, academic history, or past employment experience.
2. **The applicant** has not disclosed any previous criminal convictions, which will prevent **the applicant** from obtaining entry abroad.
3. **The applicant** has not disclosed any medical history that will prevent the applicant from performing their contractual obligations.
4. If **the applicant** has terminated their contract after an employment contract has been signed, but prior to departure, **the applicant** will held responsible for all reasonable costs incurred by **IPR**.
5. **The applicant** is liable for all unrecoverable travel and/or processing expenses incurred by **IPR** relating only to the applicant in which a premature termination of the contract results in financial detriment to **IPR**.

**IPR reserves the right to recover losses on behalf of the foreign employer in Canada if it is deemed that the applicant has breached (but not limited to) the preceding terms.**

## **Article #6 (Governing Laws, Venue)**

(1) The terms of this contract and the rights and obligations of the parties hereto shall be construed, interpreted, and determined in accordance with the Laws of Canada

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(2) If a dispute or disagreement should arise in connection with or out of this contract, the parties hereto shall first try to resolve it in accordance with the principle of good faith. If the parties fail to mutually resolve such disputes or disagreements or arrive at an

amicable settlement, their disputes or disagreements shall be finally resolved through mediation or an accredited non-partisan individual.

This is a legal and binding contract under the laws of Canada. In case of any dispute, Canadian Courts specifically in the Province of Ontario will have jurisdiction. In witness whereof, the parties hereto sign the contract in duplicate on the date entered below with each party retaining one copy.

\_\_\_\_\_  
**Applicant's Name**

\_\_\_\_\_  
**Applicants Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**IPR Representative**

\_\_\_\_\_  
**IPR Representative's Signature**

\_\_\_\_\_  
**Date**