

GENERAL CONTRACT  
ON  
TEMPORARY WORK EMPLOYEES

Based on the Law on Agency on Temporary Employment is constituted the following

***C O N T R A C T***

On temporary worker assignment

Concluded on the day of \_\_\_\_\_.

Between

1. \_\_\_\_\_, Skopje, represented by \_\_\_\_\_  
( hereinafter: Client)
2. Agency on temporary employment Partner Skopje, represented by Rade Nenadik,  
hereinafter: Agency Partner and

***Article 1***

Thereof are arranged the mutual relations between the Agency Partner and the client concerning the temporary workers assignment.

***Article 2***

The Agency Partner undertakes any time to assignee temporary worker for the Client needs in accordance with the Law on Temporary Agency work as well as based on the submitted Client written requirement.

***Article 3***

The Client is obliged to submit the requirement for the need of employee, in written, ( fax, e-mail or personally ) to the Agency Partner.

The requirement should consist all important data on the working place: title, working time, work min shifts, salary, allowance for food and transport, alleviations connected with the working place offered by the Employer, required skills of the employee concerning his professional qualifications, working experience, knowledge of the foreign language and the other skills required by the potential candidate.

The application should be signed by the authorised official, duly registered and with affixed stamp.

***Article 4***

The Agency Partner undertakes, in any way, to pay respect the Client requirements mentioned in the application for the need of the worker and for the Client needs to assign persons who fulfil the required skills.

The Agency Partner is obliged within 3 working days after the submission of the requirement on the need of worker to inform the Client if is not able to recommend the candidates who fulfil the required skills.

#### *Article 5*

The rights and obligations of the Agency Partner:

- The Agency Partner retains the right to replace the temporary worker or to cancel the Contract on assignment if assesses that there are such conditions.
- The Agency Partner shall be no responsible before the Client for the damage or the losses caused by the workers towards the Client or third persons.
- Before the commencement of the assignment for the Client, the Agency Partner is obliged to inform the temporary worker about the professional qualifications required for the work as well as about the possible risks that may appear as the result of the assignment and about the way of handling them
- Agency Partner should make sure that the Client at supervision and management performance, should conduct with respect toward the temporary worker, with the same respect as for the regularly employees.
- The Agency Partner is obliged to behave as the good employer. In the case when the obligation by the side of the Agency Partner are not fitful, and in this concern is affected the working process at the Client, the Agency Partner is obliged to pay compensation to the Client, in accordance with the general condition for provision of the temporary workers.

#### *Article 6*

The rights and obligations of the Client

- the Client is obliged to behave strictly confidential with all registered personal data on the temporary workers, provided by the Agency Partner for and in the course of Contract period of the temporary worker.
- Before the Contract on temporary worker is concluded, the Client is obliged to submit the work description of the tasks that shall be performed by the temporary worker, working hours, period of work assignment, position and working conditions concerning the temporary worker, well as the foreseen Contract period.
- the Client is obliged to inform Agency Partner and to provide information about the needed professional qualifications of the temporary worker.
- The client is responsible for the management and supervision on the work performed by the temporary worker.

- the Client is responsible to provide premises, equipment and tools where or with which the temporary worker shall perform the work for the Client and to provide instruction on protection of the temporary worker.
- The Client in relation with the temporary worker appears as Employer and in that manner should pay respect to the provisions of the Labour Law, Law on Agency of temporary employments and Law on protection at work, concerning the protection at work and special protection of particular group of workers
- In case the worker to suffer any industrial accident or professional illness, the Client is obliged to immediately inform the responsible authorities and to secure immediately to be made protocol of the event, including all facts connected with the accident, in order to state the scope of the accident being result of the fact that have not being undertaken all necessary measurements on protection of industrial accident or professional illness.
- the Client has duty to pay compensation to the temporary worker for all losses the temporary worker may has and which are result of appeared accident at work performance or professional illness.
- If the temporary worker assigned at the Client being temporary absent from work due to illness, than the Agency Partner and the Client make agreement about the need for replacement of such worker, with condition such temporary worker, after the recovery, to be back at work.

#### *Article 7*

The Agency Partner shall submit the Client with invoice where shall be calculated all executed costs in accordance with prior agreement with the Client including salary, provision etc.

#### *Article 8*

The Client is obliged to pay the Agency Partner the invoice of performed services at the latest within 8 (eights) days from the invoicing day. In case of late payment, the Client is obliged to pay penalty interest in accordance with the applicable legislation.

#### *Article 9*

The general condition of engagement of the temporary workers are constituted part of this Contract, approved by the Management Board of the Agency Partner -Skopje.

#### *Article 10*

Prior the commencement of the working engagement of the temporary worker, the Agency Partner and the Client conclude also special contract on each individual worker with more precise data on the kind and time period of engagement, the working task of the individual worker.

#### *Article 11*

For anything which is not foreseen with this Contract, shall be applicative the provisions of the Law on obligations.

*Article 12*

In case of any dispute, shall be responsible the Court in Skopje.

*Article 13*

This Contract is made in two (2) identical copies, one copy for each of contracted parties.

Client

Agency Partner

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Rade Nanadik