

Emiratisation

Executive search | Rewards | Assessment | Advisory

ecap
a Monstarlab Company

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Friday 15th November 2024

TBC

Dear Alison,

Re: Emiratisation - Future Leaders Program

Thank you again for the opportunity to collaborate and work with you on this business critical and essential Emiratisation agenda as part of the UAE's agenda to identify, attract and harvest great Emirati talent at all levels to ensure long term local capability.

The Emiratisation strategy for Etihad is designed to ensure that Etihad not only meets national employment targets, but also build a sustainable, high-performing Emirati workforce that can contribute to the company's long-term success. This custom programme is designed to align with the UAE's national priorities while ensuring that Etihad continues to thrive through the cultivation of a diverse, highly skilled workforce. Through targeted recruitment, comprehensive learning and development initiatives, and clear performance indicators, with the aim to accelerate Emiratisation across key departments and leadership roles. This document outlines the key performance indicators (KPIs) and deliverables to drive the implementation of this strategy in collaboration with Etihad HR. It's also worth stating this is just one pillar of the Etihad Emiratisation strategy which will work parallel to other business initiatives and programmes.

The proposed KPIs and deliverables will ensure measurable progress, while the long-term plan will allow Etihad to continuously refine and improve Emiratisation.

The objective of this programme is to enhance the representation of Emirati nationals within Etihad ensuring that we identify and onboard, local talent in a way that supports both business objectives and national priorities. This in turn will help promote the brand and in tandem with development, coaching and retention programmes should create deep talent pools. The ultimate goal is to build a sustainable pipeline of skilled Emirati employees and leaders who will play a key role in driving the company's growth and success in the long term. These individuals will then play a pivotal role in becoming role models for future leaders.

Whilst there are several strong UAE Nationals within Etihad at various levels within the company there is a distinct shortage at the VP and above with only one Emirati Chief at the top table. Therefore there is a greater need for succession planning for UAE Nationals adopting more senior roles within the organisation.

Etihad's current commitment is centred around a number of recognised programs:

- Cadet Pilot
- Guest Service Agent
- Aircraft Mechanic
- Graduate Officer
- Foundation Trainee

All of the above are generating activity, however there is a greater desire and committed investment from the board and senior leadership to deliver more success stories.

EMIRATI BOARD OF DIRECTORS



CHAIRMAN OF THE BOARD

HIS EXCELLENCY MOHAMED ALI MOHAMED AL SHORAFA AL HAMMADI



VICE CHAIRMAN OF THE BOARD

MR MANSOUR MOHAMED ABDULQADER MOHAMED AL MULLA



MR JASIM HUSAIN AHMED THABET

BOARD MEMBER



CAPTAIN MOHAMED JUMAA RASHED SAEED AL SHAMISI

BOARD MEMBER



MRS. FARAH ABDULLA MOHAMED ALI AL MAZRUI

BOARD MEMBER

Current role models

Dr Nadia Bastaki (Chief People Officer), Captain Mohamed Anwah (VP Flight Operations) Turky Al Hammadi (Director Product and Hospitality) Shaeb Al Najar (Director of Airport Operations) Captain Aisha Al Mansoori (Flight Operations)

Current Landscape:

Current Emiratisation numbers staff total and staff percentage % (to find out)?

?Percentage of Emiratis in leadership positions (e.g., manager, director, VP)

University Partnerships and Specialised Program Design

Etihad could benefit significantly from establishing strategic partnerships with universities, both locally and internationally. By collaborating with these institutions, Etihad can promote its brand within academic circles and design specialised programs tailored exclusively for the aviation industry and Etihad's unique operational needs. Such programs would prepare students with relevant skills and knowledge, equipping them to thrive in the aviation sector and potentially transition smoothly into roles within Etihad.

This initiative not only strengthens Etihad's pipeline of highly skilled Emirati talent but also positions the company as a committed partner in education, aligned with Emiratisation goals.

Scholarship Programs

Offering scholarships to top-performing students from prestigious institutions, such as Ivy League universities and key UAE universities, can enhance Etihad's appeal among emerging talent. By providing financial support to Emirati students in relevant fields, Etihad not only supports the education of future industry leaders but also builds a connection with these individuals early in their careers. Such scholarships demonstrate Etihad's commitment to developing local talent and can encourage scholarship recipients to pursue careers within the company after graduation, creating a mutually beneficial pathway aligned with Emiratisation objectives.

Community Sponsorships

Etihad can further embed itself in the local community by sponsoring programmes and initiatives that foster development and engagement at a grassroots level. By investing in community-driven projects, Etihad showcases its dedication to supporting the UAE and fostering local talent. Community sponsorships could include youth programs, career readiness workshops, and other initiatives that resonate with Emirati values. These activities not only enhance Etihad's public image but also contribute to the broader Emiratisation agenda by inspiring Emirati youth to explore careers within Etihad and the aviation industry.

Internal Incentives and Recognition

To encourage and recognise the adoption of Emiratisation values within the company, Etihad could implement an internal incentives program. Functional awards and recognition schemes can be introduced to honour employees who exemplify strong Emiratisation traits, such as mentorship, leadership, and dedication to the development of Emirati talent. Recognising these behaviours through awards or other incentives helps to foster a company culture that values and prioritises Emiratisation, motivating employees to contribute to these goals and reinforcing the importance of these initiatives within the organisation.

Project Scope

The primary aim of this project is to create a robust talent pool of high-potential Emirati professionals who embody a growth mindset and align with Etihad's cultural values. Through proactive socialisation, networking, and targeted outreach, we will identify and connect with Emiratis who demonstrate the skills, ambition, and adaptability required to succeed within Etihad. By tracking and nurturing these individuals' career trajectories, we can position them within the Etihad community, ready for both immediate and future opportunities.

Talent Identification and Assessment Process

Our approach involves identifying and engaging with more than 100 Emirati candidates each month. Each candidate will be rigorously assessed to determine their suitability for Etihad, not only based on technical qualifications but also through an Emotional Intelligence lens to ensure alignment with Etihad's cultural values. This dual-focus assessment ensures that we are not only increasing the number of Emirati hires but also enhancing the overall quality and fit of these hires. In collaboration with Etihad, we will develop a candidate profile that considers academic background, career achievements, and relevant experience, setting a clear standard for future recruitment efforts.

Building a Leadership Pipeline for Organisational Transformation

Our remit extends beyond immediate recruitment needs to cultivating a long-term talent pipeline of Emirati professionals ready to take on leadership roles. By investing in these future leaders, we aim to drive Etihad's broader financial and growth transformation initiatives. This project is integral to positioning Etihad as a premier employer within Abu Dhabi and the UAE, reinforcing its reputation as a powerful brand that prioritises the development of Emirati talent. Through this initiative, Etihad will solidify its standing as an employer of choice among the UAE's high-potential talent pool, ensuring a sustainable and strategic talent base for the future.

Emirati networks and database

Having built one of the strongest Emirati networks over the past 18 years in the UAE, we are well positioned to immediately socialise Etihad with our network to identify and attract middle to senior (Manager, Senior Manager and VP's) UAE Nationals and help position the Etihad story appropriately.

We haven't just recruited Emiratis, we have mentored, coached, and worked with companies extensively over the years to raise awareness of Emiratisation and how our role as expatriates is pivotal to ensuring long term sustainability of the UAE. We have not only partnered companies with Emiratisation, but have worked closely with government, local and federal as well as Ministers, Director Generals, Undersecretary's within the Ministry of Foreign Affairs, Ministry of Human Resources as well as government entities from the Abu Dhabi Department of Finance, Abu Dhabi Pensions and also Dubai Government HR. We have also partnered and invested into Emirati charities such as the Worldwide Fund for Nature where we were an Empowerment & Sustainability Programme Partner. We have also sponsored a number of local youth sports clubs developing both Emirati and expatriate talented athletes. We have also connected many international businesses with local companies, both private and government to encourage trade relations, and economic corridors that have in turn led to both significant investment in the region but also establishment of many companies supporting the UAE economy.

Our unique value proposition is centred around building a robust, multi-faceted research and pooling strategy leveraging the Emirati network that has been acquired over two decades and exposure to highly credible networks, ensuring that every possible avenue is explored in identifying the very best candidates.

ecap's activities will include:

- Promotion of brand Emirates and ensuring that the airline is recognised as having the strongest calibre of talent and is the most desirable to work for.
- Create Talent Pools of Strong Emirati Candidates with a view to introduce them to Etihad for current or future roles.
- Educate the market on Culture, Values, Initiative (professional development) and performance ensuring consistent story to market.
- Share success stories and case studies – promotion of positive engagements, sponsorships, Board Members, and role models.
- Cultivate the top 5% Emirati talent pool across all function, whilst tracking their careers.
- Gather market intelligence on Emirati compensation data (MNC's Vs Regional or Government) ensuring market competitiveness.
- Share market perception on Etihad in terms of an employer, brand, and generic feedback trends.
- Reduce overall recruitment cost for senior hiring and will accelerate identification process for Emirati appointments where candidates sit within the talent pool.
- Dedicated research and talent team focused on identification and impartial assessment.

Emiratisation Partnerships Proposed Strategy & timeline

Our approach to enhancing Emiratisation at Etihad includes both immediate and long-term strategies:

1. **Immediate and Long-Term Talent Pool Development**

   We will begin by identifying UAE National candidates for current open positions. In parallel, our longer-term objective is to build a robust talent pool across core functions specifically for UAE Nationals. While this is not an immediate solution and requires a focused approach over at least twelve months, ecap's involvement will accelerate progress, working in alignment with Etihad's current initiatives.

2. **Collaboration with HR on High-Potential Roles**

   By partnering with Etihad's HR team, we can pinpoint job families and functional areas with the highest potential for Emirati candidates. This analysis, based on historical data and recent hiring trends, will allow us to target roles where Emiratisation efforts are most likely to succeed.

3. **Promoting Internal Mobility and Talent Development**

   Working closely with business leaders, we will advocate for strong candidates capable of transferring skill sets across functions. By considering candidates' Emotional Intelligence (EQ) and their interest in gaining diverse experience, we can support internal career mobility. Data sharing and talent mapping will be used to visualise local talent pools and identify strategic opportunities for growth.

4. **Identifying Talent Hotspots**

   Our team will identify and engage with organisations that have successfully implemented Emiratisation programmes and developed strong Emirati talent. These "talent hotspots" serve as valuable resources for understanding best practices and potentially sourcing high-calibre candidates.

5. **Mentorship and Onboarding Support**

   All new ecap placements will participate in a six-month mentorship programme to support their integration into Etihad. This programme will connect new hires with their managers and facilitate alignment with Etihad's culture, ensuring a smooth transition.

6. **Senior Emirati Mentorship Programme**

   Establishing mentorship opportunities with senior Emirati leaders will help guide and support new talent within Etihad. Following the initial ecap mentorship phase, this programme could continue informally or formally, fostering a culture of continuous learning and development.

7. **Enhanced Communication Through Newsletters**

   If Etihad has internal HR or company newsletters, ecap can assist in distributing these to our Emirati community network. This will ensure consistent messaging across the market and raise awareness of Etihad's commitment to Emiratisation.

THE PROCESS



01

Define functional requirements (Manager to VP).

02

Target recognised companies (talent schools) and identify new companies with hidden talent.

03

Network and socialise Etihad Project with the ecap partnership.

04

Screen Candidates assessing interest and suitability.

05

Face-to-Face interviews.

06

Candidate introduction to talent pool.

07

Conduct detailed assessment (competency, technical & cultural) if suitable mandate open.

08

Assessment (EQ, Behaviours & Values) if requested to identify new trends and what makes a profile best suited to Etihad.

- Reporting Frequency – KPI's (TBC)
  - Once a month – detailing:
  - Total candidates identified.
  - New candidates identified during this period.
  - Number of candidates invited to interview.
  - High potential candidate nominated.
  - Statistical data on functional percentage, level, themes, perception, feedback, challenges.

DEDICATED ETIHAD TEAM:



CHRIS ABREU

SENIOR MANAGING PARTNER & FOUNDER



NICK HARVEY

MANAGING PARTNER



KAROLINA JEDRAS

SENIOR CLIENT PARTNER



ASLI ATAKULU

SENIOR CLIENT PARTNER



MARIA BRAVO

SENIOR ASSOCIATE



MARIA GEORGAKI

MASTER COACH



GEORGIE WHITFORD

CLIENT ADMINISTRATION

What ecap Requires from Etihad:

Access to Leadership for Strategic Alignment

To effectively support Etihad's Emiratisation goals, ecap will require access to key leaders within the organisation. This access will allow ecap to engage in meaningful discussions with Etihad's leadership, understanding their unique needs, challenges, and strategic objectives from an unbiased HR perspective. By gathering these insights directly from leadership, ecap can develop a more tailored approach that aligns with Etihad's specific requirements and promotes the Emiratisation agenda effectively across all levels.

Programme Awareness and Event Participation

For ecap to maximise its endorsement efforts, it is essential to have a comprehensive understanding of Etihad's presence in various programmes, community events, career fairs, and industry conferences. With this information, ecap can support Etihad by promoting its initiatives and achievements within these platforms, reinforcing Etihad's commitment to Emiratisation. This visibility not only boosts Etihad's brand as an employer of choice but also strengthens its connections within the community, attracting high-potential Emirati talent through increased engagement and endorsement opportunities.

Access to Senior Emirati Management for Storytelling and Advocacy

To further highlight Etihad as a preferred employer among Emirati professionals, ecap seeks access to senior Emirati leaders within the organisation. By conducting interviews and hosting podcasts with these leaders in ecap's podcast studio, we can capture and share authentic stories about their experiences, from onboarding to their current roles. These narratives will showcase Etihad's supportive environment and career development opportunities, offering potential candidates a compelling insight into what a career at Etihad entails. This initiative serves as a powerful endorsement, positioning Etihad as a leading employer that values and nurtures Emirati talent.

COMMERCIALS

Project Fees

A monthly management fee of Eighty-five thousand dirhams (AED 85,000.00) for on a twenty-four-month (24) months contract, which will be billed quarterly (3 months) in advance of each quarter. The agreement would be automatically renewed at the end of the term unless otherwise agreed.

Appointment Fees

An appointment fee of twelve percent (12%) of the candidates first year's total remuneration will be due upon acceptance of the offer or completion of security clearance, whichever is later, for any appointments made and introduced to Emirates as a result of the project.

Each fee shall be payable within fourteen (14) days upon receipt of invoice.

Guarantee

In the event of a Candidate leaving employment within three (3) months of appointment for any reason other than through redundancy, changes to organisation structure, job content, contractual arrangements, sickness, fatality, or for other reasons unrelated to the fault of the Candidate; and providing that the ecap invoice has been paid within fourteen (14) days of the date of invoice, then ecap shall use its reasonable endeavours to seek a replacement for such Candidate at no Fee.

Cancellation

Etihad can cancel the agreement at any time, however, must provide ecap with a written (3 months) notice and all fees will be due and pro-rated from the date the notice has been acknowledged. All fees up until this point would be due.

Next steps

- Etihad to sign, scan and return the proposal letter.
- Upon receipt of the signed proposal, ecap will formally initiate the project and courier an original invoice for the 1st instalment.
- Agree dates for the longlist, and Emirates dates for interviews.
-

Assessment Fees

Upon request a fixed fee of AED 2,000.00 (two thousand dirhams) per candidate for complete Discovery assessment (Behaviours, Values and Emotional Intelligence). Or Mindset Advantage by Mathew Syed measuring Fixed vs Growth mindset.

Podcast Studio Fees

As part of the solution we will include four (Podcast interviews, editing and script writing) however any additional podcasts requested by the business will be at an additional cost of AED 3,000 (three thousand dirhams).

Acknowledgment

Please indicate your acceptance of the terms and conditions by signing and returning the enclosed copy of this letter as soon as possible. Work will initiate immediately upon receipt of this signed letter and the first instalment fees.

Yours sincerely,



Christopher Abreu

Senior Managing Partner and Founder

I hereby authorise ecap to proceed with this assignment under the terms and conditions specified above.

Signature: _____ Name: _____

Title: _____ Date: _____

Company Stamp:

CLIENT INTAKE FORM

Client Requirements / Invoicing Process

As part of this agreement, ecap require the below information in order to comply with Emirates preferred finance/ invoicing procedure and procurement process:

- Emirates to provide the requested information within three (3) working days from signing this proposal.
- Emirates to provide the details for the point of contact that will complete the ecap 'Client Intake Process Form' upon agreement.
- Emirates to put ecap in contact with the procurement team if required directly after signing this proposal.

Procurement Process

Information to be provided:

- ecap to be supplied with Emirates TRN certificate.
- ecap to be supplied with the contact number and email address of the relevant person/s in order to obtain PO number(s) where required.

Finance Department

Information to be provided

Due to the sensitive nature of ecap's services, we require the name and contact details of the relevant person/s in the finance department, as per the below:

- Contact Name.
- Email Address.
- Office Telephone Number.
- Mobile Number.
- Full Address of Where Original Invoices Should be Sent (if required).

Point of contact for Client Intake Form

Full Name: ..... Phone Number: .....

Email Address: .....

TERMS OF BUSINESS

1. INTRODUCTION

These are the Standard Terms and Conditions of Business ("Terms") adopted by ECAP DMCC ("ECAP") and you, the addressee of the preceding business Proposal ("Client"). These Terms, together with the Proposal, constitute the full agreement between us in relation to the provision of the Services by ECAP and, as such, we ask that you review these Terms carefully and retain them for your files. If you have any questions after reading them, please promptly inform your principal contact at ECAP.

2. DEFINITIONS

In this Agreement, the following capitalised terms have the meaning ascribed to them below:

"AED" means Arab Emirates Dirhams;

"Agreement" means, together, the Proposal and these Terms;

"Applicable Laws" means and includes any applicable statute, law, rule, regulation, code, ordinance, judgement, decree, writ or other or the like, of any national, federal, provincial, state or local court or other Governmental Authority, and all rules and regulations promulgated thereunder, as any of the same may be amended, modified, codified, replaced or re-enacted, and the written interpretations thereof by any Governmental Authority in the United Arab Emirates;

"Appointment" has the meaning given in the Proposal;

"Candidate" means an individual suitable for employment by the Client as detailed in the relevant Instruction;

"Client" has the meaning given in clause 1;

"Fee" has the meaning given in the Proposal;

"Governmental Authority" means applicable national, federal, state, provincial, and local governments and all agencies, authorities, departments, instrumentalities, courts, corporations, other authorities lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power or other subdivisions of any of the foregoing having or claiming a regulatory interest in or jurisdiction over the provision of the Services contemplated pursuant to the terms and conditions of this Agreement;

"Instruction" means the signed Proposal (together with any amendment or update thereto) pursuant to which the Client formally instructs ECAP to seek a Candidate for hire for, as the case may be, either a contract or permanent role;

"ECAP" has the meaning given in clause 1;

"Engagement" has the meaning given in the Proposal;

"Engagement Fee" has the meaning given in the Proposal;

"Party" means, individually, ECAP and the Client and together the "Parties";

"Proposal" means the business proposal that accompanies these Terms in which ECAP outlines the Services to be provided to the Client and the applicable Fees;

"Services" means all those executive search services detailed in the Proposal and any Additional Services which may be required from time to time in accordance with the provisions of this Agreement;

"Shortlist" means the list of Candidates put forward by ECAP in respect of any Instruction;

"Shortlist Fee" has the meaning given in the Proposal;

"Acceptance" means signed acceptance of a formal offer:

"Acceptance Fee" has the meaning given in the Proposal;

"Completion Payment" has the meaning given in the Proposal;

"Taxes" has the meaning given in clause 8;

"Term" has the meaning given in the Proposal;

"Termination" means the termination of this Agreement in accordance with the provisions of clause 14;

"Terms" has the meaning given in clause 1;

"UAE" means the United Arab Emirates;

"Cancellation Fees" has the meaning given in the Proposal;

3. THE SERVICES

3.1 The Client agrees to appoint ECAP as its exclusive provider of the Services. The Client acknowledges and agrees that ECAP may offer its services to other clients, including but not limited to those that are competitors of the Client.

3.2 ECAP shall provide the Services, together with all ancillary services reasonably required to facilitate the performance of the applicable Services. Such Services will be performed pursuant to the terms and conditions of this Agreement.

3.3 ECAP shall use reasonable skill and care in the sourcing of Candidates to the Client under each Instruction.

3.4 Insofar as a Candidate or a third party provides details (whether in the form of academic or professional qualifications, professional background, experience or the like) relating to the Candidate which ECAP makes available to you in whatsoever form ECAP provides no warranty or representation as to accuracy of such information and ECAP will not be liable to the Client for any loss (including direct loss, indirect or consequential loss, loss of profit, loss of anticipated revenue, loss of reputation or regulatory fines) or damage, attributed to the Client's reliance on such information nor shall ECAP bear any responsibility for any Client legal costs and expenses associated with such matters, whether arising directly or indirectly, as a result of information providing inaccurate or misleading information and the Client acknowledges that it is their sole responsibility and obligation to undertake its own investigations to verify any information provided in respect of that Candidate and ensure that the same is accurate and correct.

3.5 Where the Client has instructed ECAP to approach a particular Candidate on the Client's behalf, the Client shall indemnify and keep ECAP indemnified against all liabilities, costs, expenses, damages, direct losses and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by ECAP as a result of claims made against ECAP in connection with such instruction provided that ECAP has

complied with its obligation to use reasonable skill and care and has not acted negligently or illegally in such regard.

3.6 ECAP gives no representation or warranty that any Candidate is or will be willing and/or available to accept any Appointment.

3.7 The Client's specific attention is drawn to the provision of clause 15 below.

4. CANDIDATE SHORTLISTS

4.1 By interviewing any Candidate, the Client is deemed to have accepted the Shortlist for that Instruction (even if the Shortlist has not been formally presented) and the provisions of clause 7.2 shall apply in respect of the payment of the Shortlist Fee.

5. COMMENCEMENT OF SERVICES

The Services will only commence upon payment of the Engagement in relation to each new Instruction, ECAP shall not commence work on the Services for any new Instruction until all Fees for previous Instructions have been discharged in full. The provision of the Services will continue until terminated in accordance with the provisions of clause 14.

6. FEES

In consideration for the provision of the Services in relation to each new Instruction, the Client shall pay those fees, expenses and engagements more particularly defined in the Proposal, in accordance with the provisions of clause 7.

7. PAYMENT OF FEES AND COSTS

7.1 Payment of the Engagement (s) is/are due immediately upon receipt of invoice and confirmation of signed acceptance of the Proposal by the Client. Thereafter, an engagement shall be payable (immediately) for each new Instruction agreed between the Client and ECAP.

7.2 The Shortlist Fee(s) shall be invoiced to the Client where the circumstances defined by clause 4 have been met or by the 'Shortlist' definition. Such Shortlist Fee(s) invoice is/are due within fourteen (14) days of receipt of an emailed invoice from ECAP.

7.3 Payment of the candidate acceptance Fee(s) is/are due within fourteen (14) days of receipt of an emailed invoice from ECAP following the relevant Appointment(s).

7.4 Payment of the Completion Fee(s) is/are due within fourteen (14) days of receipt of an emailed invoice from ECAP following the relevant Appointment(s).

7.5 Payment pursuant to the foregoing provisions of this clause 7 are not subject to, or dependent upon, the Client's ability to secure a visa, labour card or work permit or any other clearances (including security clearances) for any Candidate.

7.6 All costs and expenses shall be pre-approved by the Client in writing. Any approved costs and expenses incurred on behalf of the Client are due and payable within fourteen (14) days of invoice.

8. TAXES

The Client agrees that all payments under this Agreement shall be payable to ECAP in U.S. Dollars, AED or such other currency as is agreed between the Parties, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under this Agreement, then the amount payable shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to ECAP the amounts stated to be payable to ECAP under this Agreement.

At the date of this Agreement, ECAP's fees are subject to value added tax ("VAT") in the United Arab Emirates ("UAE") and the client acknowledges and agrees that ECAP will apply VAT (at the prevailing rate) against our fees or other costs and expenses which we are legally obliged to charge VAT against by the UAE government or tax authorities.

9. INVOICE PAYMENT AND LATE PAYMENT INTEREST

9.1 Without prejudice to clause 7.1, the Client agrees to pay all invoices within fourteen (14) days of receipt.

9.2 In the circumstances that you are unable to pay into our designated bank account you hereby undertake to pay into an alternative back account as designated by ECAP without further delay or withholding penalties or additional charges.

10. CLIENT TO NOTIFY ECAP OF CANDIDATE START DATE

The Client shall notify ECAP immediately if an Appointment is made pursuant to an Instruction.

11. ONGOING OBLIGATION

If the Client Appoints a Candidate in any capacity within 12 months of Candidate being introduced by ECAP pursuant to an Instruction, the Client shall be liable for the relevant Fee.

12. REFERENCE CHECKS

At the request of the Client, ECAP will conduct candidate third party reference checks. Any costs will be passed onto the Client. The Client must satisfy themselves of the validity of any third-party references.

13. CONFIDENTIALITY

13.1 Each Party will hold information of the other that can be reasonably regarded as being confidential or is notified as being so by the disclosing party in confidence and will not disclose such information without the consent of the other Party unless required by law or a court of competent jurisdiction, or it has already been made available to the public other than through a breach of this clause 13. Any CVs or details of any Candidate provided to the Client by ECAP shall remain the confidential information of ECAP.

13.2 All contact with Candidates must be through ECAP or otherwise with the express prior consent of ECAP.

14. SUSPENSION, TERMINATION AND EFFECT OF TERMINATION

14.1 ECAP reserves the right at any time and on written notice to suspend the provision of the Services or any portion thereof where Fees payable by the Client in accordance with the provisions of the Agreement remain outstanding for more than thirty (30) days from the date due pursuant to this Agreement. Under no circumstances shall ECAP be liable for any consequences (direct or indirect) encountered by the Client in connection with a suspension of the Services (or any portion thereof). Any element of the Services which is ascribed a period of time for completion shall be extended (without adverse consequence to ECAP) by the period that the suspension operates. Once all outstanding Fees are discharged, the suspension shall be lifted. Any failure to pay outstanding Fees during a period of thirty (30) days or greater of suspension shall be deemed an irremediable material breach of the Agreement and the provisions of clause 14.3 shall apply.

14.2 Should the search set out in the proposal be cancelled:

Emirates can cancel the agreement at any time, however, must provide ecap with a written (3 months) notice and all fees will be due and pro-rated from the date the notice has been acknowledged. All fees up until this point would be due.

14.3 Without affecting any other right or remedy available to it ECAP may terminate this Agreement with immediate written effect where the Client:

14.3.2 is in material breach of any contractual obligation and such breach is irremediable or remediable but which the Client fails to remedy within thirty (30) days of being notified of such breach by ECAP;

14.3.2 suspends or ceases trading, other than as a consequence of an event of force majeure.

14.4 Notwithstanding anything contained elsewhere in this Agreement, the provisions of clause 3, 4, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 18 and 20 shall survive the expiry or termination of this Agreement howsoever caused, and shall continue in full force and effect.

14.5 Termination of this Agreement (however caused) shall not affect any rights, remedies, obligations or liabilities (including but not limited to the payment of Fees) of the Parties that have existed at or before the date of termination.

14.6 At the end of the provision of the Services and payment of all Fees the contractual relationship between the Parties shall terminate subject to the provisions of clause 14.4

15. LIABILITY

15.1 The Client hereby acknowledges and agrees that it is the exclusive responsibility of the Client to determine the suitability of the Candidate for the relevant position, including (without limitation) taking up references, arranging medical examinations, work permits and residency visas.

15.2 ECAP accepts no responsibility or liability whatsoever in respect of the suitability, employment or performance of any Candidate introduced to the Client and makes no warranties, expressed or implied, in respect thereof. The Client acknowledges and agrees that it is required to carry out a thorough risk assessment of its site, equipment and working conditions and the Client is not aware of any health and safety risks.

15.3 ECAP shall not, under any circumstances, be liable to the Client or any other person for any direct, indirect or consequential loss, expense or damage of any kind (including, without limitation, loss of profit and regulatory fines) arising out of or in connection with the recruitment, appointment, employment or retention of any Candidate.

16. LIMITATION OF LIABILITY

16.1 ECAP's total liability however arising under or in connection with this Agreement (including under any indemnity), shall be limited to the sum total of all and any Fees paid by the Client to ECAP in the preceding financial year leading up to the date upon which liability is deemed to have arisen. This limit shall apply irrespective of whether the liability arises by breach of contract, tort (including the tort of negligence) or by breach of statutory duty. Provided that this clause 16 shall not exclude or limit ECAP's liability for:

16.1.1 death or personal injury caused by ECAP's negligence;

16.1.2 fraud or fraudulent misrepresentation; or

16.1.3 Or any matter which cannot be limited by law.

17. EXCLUSIVITY

The Client acknowledges and agrees that ECAP is exclusively retained on any Instruction and any potential Candidates sourced from any third party are referred to ECAP for assessment.

18. ANTI-BRIBERY AND CORRUPTION

Each Party shall comply at all times with the provisions of all anti-bribery and corruption legislation under Applicable Law or which is otherwise applicable to the performance of their respective obligations under this Agreement. It is understood and agreed that neither Party has and neither Party will (on behalf of the other) give, promise to give or offer to give any loan, gift, donation, payment, or other items of value directly or indirectly, whether in cash or in kind, to or for the benefit of any government official, any political party or official thereof, any candidate for political office, or any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any government official, any political party or official thereof or candidate for political office, to bring about improper performance of a relevant function or activity, to obtain or retain business, to influence an official act, to induce a violation of an official's lawful duty, or to secure any improper advantage. In the event any government official, anyone acting or purporting to act on behalf of a government official, any official acting or purporting to act on behalf of a political party, any candidate for political office or any person purporting to act on behalf of a candidate for political office, requests or solicits any sum of money of anything of value in connection with this Agreement or otherwise, the relevant party shall immediately advise the other of such request or solicitation.

19. NOTICE

19.1 Any changes to either Party's registered office address, principal place of business or fax number

shall be notified by that Party to the other as soon as reasonably practicable.

20. MISCELLANEOUS PROVISIONS

20.1 Costs

Each Party must pay its own costs and expenses (including legal fees), of negotiating, preparing and executing this Agreement.

20.2 Waiver

20.2.1 Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is written.

20.2.2 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

20.2.3 No single or partial exercise of any right or remedy under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20.3 Announcements

No Party shall make, or permit any person to make, any public announcement concerning this Agreement (or the provision of Services thereunder) or its respective subject matter without the prior written consent of the other Party (such consent not to be unreasonably withheld), except as required by law, any Governmental Authority or any court or other authority of competent jurisdiction.

20.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or undertakings between the Parties in connection with the subject matter.

20.5 Severability

A term or any part of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement remain in force.

20.6 Amendments

This Agreement may only be amended, changed or modified in writing and signed by an authorised signatory of each Party and specifically referencing the Agreement as being amended, changed or modified.

20.7 Counterparts

This Agreement may be executed by the Parties in any number of counterparts, each of which shall constitute an original and all executed counterparts constitute one document.

20.8 Independent Contractor

Nothing in this Agreement is intended to create a partnership, joint venture or legal relationship of any kind between the Parties that would impose any liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as the agent for the other. Neither Party shall have the authority to make representations, act in the name or on behalf of, or otherwise bind the other Party. For the avoidance of doubt and without limiting the foregoing, ECAP is not nor shall it purport to act as the Client's agent.

20.9 Non-Exclusive Remedies

For the avoidance of doubt, the remedies provided in this Agreement shall be non-exclusive and shall be in addition to any rights or remedies provided by law or pursuant to equity.

20.10 Beneficiaries

Except where otherwise expressly provided in the Agreement to the contrary, the provisions of this Agreement are for the benefit of the Parties hereto and not for the benefit of any third party.

20.11 Execution Warranties and Representations

20.11.1 Each Party warrants and represents to the other Party that:

(a) it has the full power, authority and legal right to execute, deliver and perform its obligations under this Agreement;

(b) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligations on it;

(c) these representations and warranties shall survive the expiration or termination of the Agreement; and

(d) that legal advice regarding the responsibilities and liabilities under this Agreement has been taken prior to entry into this.

20.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales without regard to its rules on the conflict of laws.

20.13 Dispute resolution

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.

Notwithstanding the foregoing the Parties agree that any disputes arising out of or in connection with this Agreement where the claim value does not exceed AED 1,000,000 (one million Arab Emirate Dirhams), that such disputes shall be referred to the Small Claims Tribunal of the Courts of the Dubai International Centre.

THANK YOU FOR THE BUSINESS

Our Experts Are Standing by To Assist You

Whether it is a simple question or a valuable suggestion, we are here for you.

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