# SPLIT-FEE AGREEMENT

This Split Fee Agreement, here in called the "Agreement", is by and between (first party) _____, a Recruitment agency located in _____ and (Second Party) _____, a Recruitment agency located in _____. This Agreement is for the purpose of jointly recruiting and placing candidates for both parties. This Agreement will commence as of the later of the signatures and dates entered below, and will continue in full force and effect until or unless terminated by either party providing written notice of termination to the other. In the event of such notice, this Agreement shall remain in effect with regard to any candidates that have been referred from one party to the other. This Agreement may only be amended by documents signed by both parties. Through this Agreement, the firm with the job order is referred to as the "PLACEMENT FIRM," and the firm supplying the candidate is referred to as the "CANDIDATE FIRM."

IN CONSIDERATION of the mutual covenants contained herein, both parties do hereby agree to the following:

1. The PLACEMENT FIRM owns the relationship with the Client, and therefore (unless otherwise agreed by the parties as to any particular job order) will solely and directly interact with Client in developing, clarifying and communicating the job requisition; including defining and prioritizing must have skills, experiences and attributes.

2. The PLACEMENT FIRM will consult with Client, including planning and coordination, scheduling meetings, and maintaining communications regarding any significant activity regarding candidates.

3. Exact fees and guarantee agreements with a client/employer will be fully disclosed by the PLACEMENT FIRM and agreed to by the CANDIDATE FIRM prior to any candidate referrals. Placement fees will be billed in accordance with this agreement.

4. Placement fees received by a PLACEMENT FIRM will be shared on a 50/50 basis, with 50% of the fee distributed to each firm, unless otherwise agreed by the parties in writing as to any particular job order.

5. Upon the closing of a placement, the PLACEMENT FIRM will invoice the employer/client, and, upon request of the CANDIDATE FIRM, shall furnish the CANDIDATE FIRM with a copy of the invoice. The portion of the fee owed to the CANDIDATE FIRM will be disbursed immediately upon access to funds following deposit of payment from the employer/client. Upon request of the CANDIDATE FIRM, a copy of the employer/client's check will accompany payment to the CANDIDATE FIRM.

6. Confidentiality will be observed at all times. Confidential information received from one firm will not be disclosed without written consent.

7. Guarantees shall be honored fully by each firm. The PLACEMENT FIRM will coordinate the refund or replacement process.

8. If the PLACEMENT FIRM has a refund guarantee and if a fall-off occurs on a cooperative placement, the portion of the fee paid to the CANDIDATE FIRM must be refunded to the PLACEMENT FIRM within ten (10) days of notification of the fall-off.

9. During the course of the cooperative placement, only authorized representatives of the PLACEMENT FIRM will contact the client, unless otherwise agreed.

10. During negotiations between a candidate and a client company, the PLACEMENT FIRM will be considered to have complete authority and responsibility for all related communications. The CANDIDATE FIRM will cooperate fully with whatever assistance is requested by the PLACEMENT FIRM.

11. Each firm agrees to a prohibition against using information about any job order to obtain the job order as their own. The CANDIDATE FIRM will respect the client company relationships of the PLACEMENT FIRM and shall not use shared information for any business development purposes for a minimum of one year after the job order is closed.

12. Candidate referrals are valid indefinitely. During any time after original referral from CANDIDATE FIRM, candidates responding to any solicitation or follow-up to determine availability, either written or verbal, will still be considered split-fee candidates - whether or not they have changed employers since the original referral by the CANDIDATE FIRM

13. Whenever the PLACEMENT FIRM contacts a candidate for any reason, the person making the contact will identify the CANDIDATE FIRM.

14. Placement fees resulting from referral(s) obtained directly from any candidate provided by the CANDIDATE FIRM will be split as per Item# 4 of this Agreement.

15. Any significant step involving a candidate's prospective employment (i.e. initial interview, second interview, offer, and turndown) will be reported to the CANDIDATE FIRM as soon as possible.

16. The CANDIDATE FIRM maintains control of the candidate indefinitely and can deny contact with the candidate by the PLACEMENT FIRM if the candidate is in negotiation with a CANDIDATE FIRM client or has accepted a job for which the CANDIDATE FIRM has been paid.

17. All referrals, job orders, or other related information exchanged between the firms must be non-discriminatory and will be in strict accordance with all applicable laws pertaining to Equal Employment Opportunity.

18. This Agreement contains the complete understanding concerning the contractual arrangement between the parties.

19. This Agreement, and the application or interpretation thereof, will be governed exclusively by its terms and by the laws of the _____ (Jurisdiction)

20. The persons signing this Agreement represent and warrant that they have the full authority to sign this Agreement on behalf of and bind the party for whom they are signing and that this Agreement is fully authorized and bind such party.

AUTHORIZATION

IN WITNESS WHEREOF, the persons signing below certify they are authorized to bind their respective entities to the terms and conditions of this Agreement:

FIRST PARTY AUTHORIZATION

Company:

Name:

Title:

Phone:

Signature Date

Signature

SECOND PARTY AUTHORIZATION

Company:

Name:

Title:

Phone:

Signature Date

Signature