



## Cooperative Placement Agreement

This Agreement shall be effective with authorized signatures from both parties and shall continue in full force and effect until terminated by either party providing written notice of the termination to the other; and, in the event of such notice, this Agreement shall remain in effect as to any candidates, which have been referred by one party to the other. This Agreement may only be amended by documents signed in writing by both parties. Throughout this Agreement, the company with the job order is referred to as "the job order firm," and the company supplying the candidate is referred to as "the candidate firm."

1. Exact fees and guarantee agreements with a client/employer shall be fully disclosed by the Job Order firm and agreed to by the candidate firm prior to any candidate referrals. Placement fees must be billed in accordance with this agreement.
2. Placement fees received by a Job Order firm will be shared on a 50/50 basis, unless otherwise agreed by the parties in writing as to any particular job order.
3. The candidate firm's portion of the fee, accompanied by a copy of the employer client's check, shall be disbursed immediately once the pre-determined guarantee period has been fulfilled.
4. All shared candidates and job orders shall have been originated by each firm through its own recruiting or business development methods, and not from any third party to whom a financial obligation is or may be due unless all three parties agree to a three-way split, before any candidates are sent.
5. Confidentiality shall be observed at all times. Information received from one firm shall not be disclosed to any other firm without the consent of the originating firm.
6. No unsolicited résumés shall be sent from one recruiting firm to the other. If assistance is requested and the candidate firm sends a candidate already on file with the Job Order firm, the split fee still applies, if the actions of the candidate firm were a procuring cause of the placement.
7. During the course of the cooperative placement, only authorized representatives of the Job Order firm shall contact the client.
8. During negotiations between a candidate and a client company, the Job Order firm shall be considered to have complete authority and responsibility for all related communications. The candidate firm shall not interfere and shall cooperate fully with whatever assistance may be requested by the Job Order firm.
9. Candidate firms shall respect the client company relationships of Job Order firms and shall not use shared information for any business development purposes for one year after the job order is closed.
10. Candidate referrals are valid for one year. During that time period, candidates responding to any solicitation or follow-up to determine availability, either written or verbal, shall still be considered split-fee candidates - whether or not they have changed employers since the original referral by the referring firm.
11. Within one year of the original referral, whenever a candidate is contacted for any reason by the Job Order firm, the person making the contact shall identify the candidate firm.
12. The receiving Job Order firm shall not contact a candidate for networking purposes or to obtain referrals for a current search without the explicit consent of the candidate firm. If referrals are subsequently solicited from the candidate firm's candidate, or if that candidate refers other candidates with the knowledge of the Job Order firm (for the same job order), these must also be considered split-fee candidates and the candidate firm shall be furnished the candidate's résumé information.
13. Any significant step involving a candidate's prospective employment (i.e. initial interview, second interview, offer, turndown, etc) shall be reported to the candidate firm within three (3) calendar days.

14. The candidate firm maintains control of the candidate for one year following the referral, and can deny contact with the candidate by the Job Order firm if the candidate is in negotiation with one of the candidate firm's clients or has accepted a job for which the candidate firm has been paid.
15. All referrals, job orders, or other related information exchanged between the cooperative firms must be non-discriminatory and shall be in strict accordance with all applicable laws pertaining to Equal Employment Opportunity. Both parties hereby accept this agreement.

The signatures below, hereby having full corporate authority and acting with full corporate responsibility on behalf of themselves, their assignees and respective companies do execute.

Authorized Signatures:

Greg Giltner, Principal  
Catalyst Recruiting Group

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Name/Title

Name/Title



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Signature

Signature