

# MPN DIVERSITY RECRUITERS

A VIABLE SOURCE OF TOP TALENT FOR DIVERSITY-FOCUSED EMPLOYERS™  
A wholly owned division of Minority Professional Network, Inc.



## MPN Diversity Recruiters

A Wholly Owned Division of Minority Professional Network, Inc.

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-OR- [www.MPNjobs.com](http://www.MPNjobs.com)

# CONTINGENCY FEE AGREEMENT

## About Minority Professional Network (MPN)

**MPN DIVERSITY RECRUITERS**, a wholly owned division of **Minority Professional Network, Inc. (MPN)**, is a candidate executive search and placement service, initially established in February 1996. **MPN DIVERSITY RECRUITERS** specializes in delivering high quality recruitment and candidate placement services as rapidly as required to meet our clients hiring needs and objectives. In leveraging the reach, resources and relationships via the MPN global network, and augmented by the resources and capabilities of our partners, **MPN DIVERSITY RECRUITERS** offers a wide array of highly qualified candidates representing various disciplines and levels of experience to human resource, recruiting and other career placement professionals, agencies and corporations.

**MinorityProfessionalNetwork.com** is the fastest growing Global **Career, Economic, and Lifestyle Connection™** for progressive African, Asian, Hispanic, Native Americans, Caribbean, other culturally diverse and women professionals across the U.S. and around the world. MPN has become a **Viable Source of Top Talent™** for diversity-focused employers, recruiters, staffing agencies and other entities which target talented diverse individuals who can positively impact a company or client's bottom line.

Founded and initially launched in 1998 via e-Newsletters, since its official web site unveiling on November 30, 2001, the MPN Global Network has regularly attracted hundreds of thousands of site visitors, millions of hits, and tens of thousands subscribers from across all 50 U.S. states and over 50 international countries. The MPN Global Network scope includes dedicated site calendar pages and subscriber audiences for 55 U.S. geographical markets and 16 international destinations.

The MPN Global Network offers employers, advertisers and partners' diversity recruiting, resume generation, marketing and branding, supplier diversity, and event planning access via our website, e-newsletters, and offline initiatives to our audience of highly educated, experienced, talented and geographically dispersed corporate, entrepreneurial and student business professionals.

## Agreement Terms and Conditions

This **Contingency Fee Recruiting Assistance Agreement**, herein called the "**Agreement**" is by and between **MPN Diversity Recruiters**, a wholly owned division of Minority Professional Network, Inc., headquartered in Atlanta, GA, herein called "**MPN Diversity Recruiters**" and the above company / organization / entity, herein called the "**CLIENT FIRM.**"

**IN CONSIDERATION of the mutual covenants contained herein, both parties for themselves, their heirs, legal representatives, successors and assigns do hereby agree to the following:**

1. Throughout this **Agreement**, the firm with the requirement to fill a job opportunity is referred to as the "**CLIENT FIRM,**" and **MPN Diversity Recruiters**, the firm supplying the candidate, is the "EXECUTIVE SEARCH and PLACEMENT FIRM."
2. The **Agreement** will continue in full force and effect until or unless terminated by either party providing notice (U.S. Mail, fax or electronic) of termination to the other. In the event of such notice, the terms and

conditions of this **Agreement** shall remain in effect and apply to any candidates that have previously been referred by **MPN DIVERSITY RECRUITERS** to **CLIENT FIRM**.

3. Acceptance of a referral candidate from **MPN DIVERSITY RECRUITERS** confirms **CLIENT FIRM** agreement to the terms and conditions outlined in this agreement.
4. The **Agreement** is that **MPN DIVERSITY RECRUITERS** owns the relationship with the **CLIENT FIRM**, and therefore (unless otherwise agreed by the parties as to any particular job order) will solely and directly interact with **CLIENT FIRM** in developing, clarifying and communicating the job requisition; including defining and prioritizing must have skills, experiences and attributes.
5. The **Agreement** is that **MPN DIVERSITY RECRUITERS** will consult with **CLIENT FIRM**, including planning and coordination, scheduling meetings, and maintaining communications regarding any significant activity regarding candidates.
6. The Agreement is that projected contingency fees per candidate placement (as per **Item# 12** of this Agreement) have been disclosed by the **MPN DIVERSITY RECRUITERS** and agreed to by the **CLIENT FIRM** prior to any candidate referrals. Recruiting Assistance fees will be billed in accordance with this agreement.
7. The **Agreement** is for **MPN DIVERSITY RECRUITERS** to conduct a comprehensive and direct search to identify and present qualified candidates for hiring consideration by the **CLIENT FIRM** for its available positions that are submitted via mail or fax, or electronically ([Recruiters@MinorityProfessionalNetwork.com](mailto:Recruiters@MinorityProfessionalNetwork.com)).
8. The **Agreement** details and confirms the terms/conditions and potential Recruiting Assistance charges (as per **Item# 12** of this Agreement) of our mutual agreement in the event that any **MPN DIVERSITY RECRUITERS** initiated or referred candidate is directly employed by or placed with a client or subsidiary of **CLIENT FIRM** through means initiated by **MPN DIVERSITY RECRUITERS**, regardless of the method of referral -- i.e., directed search, verbally, electronically or via a hard copy faxed or mailed resume.
9. The **Agreement** between **CLIENT FIRM** and **MPN DIVERSITY RECRUITERS** is on a "contingency fee" basis in that no "Recruiting Assistance" charges are incurred unless **CLIENT FIRM** or any subsidiary or client hires a candidate identified and presented for employment consideration by **MPN DIVERSITY RECRUITERS** to **CLIENT FIRM**, regardless of the method of referral (e.g., directed search, verbally, electronically; or via a hard copy delivered, faxed, or mailed resume).
10. Candidate referrals are valid indefinitely. The **Agreement** is that "Recruiting Assistance" charges will apply to any candidate, initiated or referred by **MPN DIVERSITY RECRUITERS** for a specific position, or any alternate position or contracted position offered and employed by **CLIENT FIRM** or any subsidiary or client.
11. During any time after original referral from **MPN DIVERSITY RECRUITERS**, candidates responding to any solicitation or follow-up to determine availability, either written or verbal, will still be considered Contingency-fee candidates.
12. The **Agreement** is that for each **MPN DIVERSITY RECRUITERS** initiated or referred candidate hired, **CLIENT FIRM** will make timely payment to *Minority Professional Network, Inc. (MPN)* that amounts to **25%** of the hired MPN referral candidate's first year total annualized compensation (salary, bonus, commission).
13. The **Agreement** is that Recruiting Assistance charges are billed when the offer is made and accepted, and due thirty (30) days from the candidate's hire date. All invoices must be paid within 30 days. Recruiting Assistance charges are due and payable to *Minority Professional Network, Inc. (MPN)*, incorporated in Dekalb County, Georgia.
14. Confidentiality will be observed at all times. Confidential information will not be disclosed without written, electronic, or verbal consent.
15. During the course of the candidate placement, only authorized representatives of **MPN DIVERSITY RECRUITERS** will contact the **CLIENT FIRM**, unless otherwise agreed.
16. During negotiations between a candidate and the **CLIENT FIRM**, **MPN DIVERSITY RECRUITERS** will be considered to have complete authority and responsibility for all related communications.
17. The **CLIENT FIRM** will report any significant progress involving a candidate's prospective employment (i.e. initial interview, second interview, offer, turndown) to **MPN DIVERSITY RECRUITERS** as soon as possible.
18. **MPN DIVERSITY RECRUITERS** maintains control of the candidate indefinitely and can deny contact with the candidate by divisions, departments, authorized agents or subsidiaries of the **CLIENT FIRM** if the candidate is already in negotiation with a division, department, authorized agent or subsidiary of the **CLIENT FIRM** or has accepted a job with the **CLIENT FIRM** for which **MPN DIVERSITY RECRUITERS** has been paid.
19. 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.
20. The **Agreement** may only be amended by documents signed by both parties.
21. The **Agreement** is a no-term agreement that can be terminated by either party for any reason.

22. The **Agreement** contains the complete understanding concerning the contractual arrangement between the parties.
23. The **Agreement**, and the application or interpretation thereof, will be governed exclusively by its terms and by the laws of the State of Georgia.
24. Any person signing this **Agreement** represents and warrants that she/he has the full authority to sign this Agreement on behalf of and bind the party for whom she/he is signing, and that this Agreement is fully authorized and binding.

## 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:

	▼▼▼ MPN AUTHORIZER ▼▼▼	▼▼▼ CLIENT FIRM AUTHORIZER* ▼▼▼
<b>Company / Entity Name:</b>	Minority Professional Network, Inc	
<b>Authorizer Name:</b>		
<b>Authorizer Title:</b> <small>(e.g., President, CEO, H/R Director, Staffing Manager)</small>		
<b>Authorizer Phone No:</b>		
<b>Authorizer Fax Number:</b>		
<b>Mailing Address:</b>		
<b>City/ State / Zip:</b>		
<b>E-mail Address:</b>		
<b>Website URL:</b>	<a href="http://www.MPNjobs.com">www.MPNjobs.com</a> / <a href="http://www.MPNsite.com">www.MPNsite.com</a>	
<b>Signature Date</b>		
<b>Authorizer Signature</b>		

\* To activate this agreement, please populate the requested data above, sign and fax or mail to MPN

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