# SpotOrigin Simple Agreement for Future Employment (SOSAFE)

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### MASTER RECRUITER COOPERATION AGREEMENT

This Agreement is made on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Date) between the two following parties (the "Partners"):

1. **Partner 1:**
   * Name / Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. **Partner 2:**
   * Name / Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   * Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### 1. Purpose

The Partners wish to cooperate on an ongoing "split-desk" basis to facilitate the placement of candidates. This Master Agreement sets the terms for all such collaborations.

* An **"Originating Recruiter"** is the Partner who owns the relationship with the Client (Job Order).
* A **"Sourcing Recruiter"** is the Partner who owns the relationship with the Candidate.

### 2. The Standard Split-Desk Terms

This Agreement governs all candidates submitted by one Partner to the other **unless explicitly modified by a separate written agreement** on a per-deal basis.

* **Standard Fee Split:** All placement fees collected shall be split as follows:
  + **\_\_\_\_\_\_\_\_%** to the **Originating Recruiter** (Client Owner)
  + **\_\_\_\_\_\_\_\_%** to the **Sourcing Recruiter** (Candidate Owner)

*(The total must equal 100%.)*

* **Acceptance:** A deal is considered "active" when the Sourcing Recruiter emails a candidate's details and the Originating Recruiter confirms (email sufficient) that they will submit the candidate to the Client.

### 3. Key Terms & Conditions

**A. Candidate Ownership & Introduction:**

* The Sourcing Recruiter represents they have the Candidate's permission to be represented for any roles discussed.
* The Originating Recruiter agrees not to present a Sourced Candidate to any other client for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (e.g., 12 months) without the Sourcing Recruiter's prior written consent.

**B. Prior Contact (The "Already-In-My-Database" Clause):**

* Upon receiving a Candidate submission, the Originating Recruiter has **48 business hours** to notify the Sourcing Recruiter in writing (email sufficient) if their Client has *already* had documented, two-way communication (e.g., an interview or submission) with this Candidate for the target role in the past \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (e.g., 6 months).
* If such prior contact is proven, this Agreement is null and void *for that specific candidate submission*. If no such notice is given within 48 hours, the Sourcing Recruiter is the "Recruiter of Record," and the Fee Split is binding upon placement.

**C. Responsibilities:**

* **Originating Recruiter:** Manages all communication with the Client, schedules interviews, presents the offer, invoices the Client, and collects the Placement Fee.
* **Sourcing Recruiter:** Pre-screens and preps the Candidate, manages all communication with the Candidate up to the offer stage, and assists with closing.

**D. Payment:**

* The Originating Recruiter will pay the Sourcing Recruiter their full percentage of the Fee Split within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (e.g., 15 business days) of the *full Placement Fee being received* from the Client. The Sourcing Recruiter shall not be paid until the Client has paid the Originating Recruiter.

**E. Guarantee / "Fall-Off" Policy:**

* The Partners are bound by the guarantee/refund policy in the Originating Recruiter's agreement with the Client. If a Candidate leaves a role and a refund is owed to the Client, the Sourcing Recruiter will refund their pro-rata portion of the fee to the Originating Recruiter within 10 business days.

**F. Confidentiality:**

* Both Partners agree to keep all Candidate and Client information strictly confidential.

**G. Term & Termination:**

* This Master Agreement begins on the date signed and shall continue until terminated by either Partner with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (e.g., 30 days) written notice.
* Termination shall not affect the parties' obligations regarding fees for placements made prior to the termination date.

### 4. Agreement

By signing below, the Partners agree to be bound by the terms of this Master Agreement for all current and future split-desk collaborations initiated between them, unless otherwise specified in writing.

**FOR PARTNER 1:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR PARTNER 2:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_