



[THIS DIRECT-HIRE AGREEMENT is between **MindPharm, LLC** and [INSERT CLIENT NAME], herein after “Client” with offices at [INSERT CLIENT ADDRESS]

1. **Agreement:** Under the terms of this Agreement, MindPharm, LLC provides recruitment services, as an agency, at the request of Client. MindPharm, LLC may refer candidates for hire to Client by providing resumes or candidate profiles, which will include candidates’ years of experience, specific industry experience, and technological skills. While MindPharm, LLC performs reference checks, our reference checks only provide answers to specific questions asked. They are not exhaustive check of employment, education and other background information. Once a candidate profile has been presented to Client, MindPharm, LLC will have no further responsibility to Client with respect to such candidate and will not participate in any negotiations or discussion with respect to the hiring, promoting, disciplining, firing or relocating of such candidate later employed by Client.

MindPharm, LLC and Client agree that the exchange of information with regard to referred candidates will not violate any relevant Equal Employment Opportunity and/or Americans With Disabilities Act. Both parties acknowledge that each is making decisions without regard or consideration for an individual’s race, color, religion, sex, age, national origin, ancestry, citizenship, marital status, physical or mental disability or other protected status. Both parties agree to provide services accordingly under the terms of this Agreement.

2. **Scope of Agreement:** The terms of this Agreement only pertain to transactions where MindPharm, LLC is providing recruitment services, through the provision of resumes for candidate evaluation, in support of Client’s stated intent to locate, identify and potentially hire candidates as full-time employees. In the event that Client desires to contract with MindPharm, LLC for the provision of services for project support or project management needs, a separate agreement is necessary.
3. **Non-Solicitation:** During the term of this Agreement, MindPharm, LLC agrees that it will not actively solicit any full-time employee of Client’s regarding outside employment opportunities, unless specifically directed or requested by a Human Resources Professional of Client. Client agrees that it will not directly or indirectly contact any employee of MindPharm, LLC regarding employment opportunities unless that employee’s resume has specifically been provided to Client under the terms of this Agreement.
4. **Limitation of Liability:** MindPharm, LLC and Client agree that neither shall be entitled to recover from the other for any incidental, indirect, special or consequential damages sustained resulting from the action or inaction of the other under this Agreement, whether the cause of action against the other is in contract, breach of warranty, tort, gross negligence or otherwise, including, but not limited to lost profits, lost opportunities and/or delay damages, even if the other party was advised of or was aware of the potential for such damages.
5. **Fees:** Placement fees are payable to MindPharm, LLC on a contingency basis in the event that Client hires a candidate referred by MindPharm, LLC within one (1) year after that candidate was presented to Client. The fee payable is equal to **thirty percent (30%)** of the candidate’s first year base salary. No other earnings are included in this Agreement. Fees are to be paid within thirty (30) calendar days from the starting date of the candidate’s employment with Client.

MindPharm, LLC acknowledges that Client is not liable for multiple search firm fees for the same candidate. If duplicate resumes are received from competing search firms for the same candidate, the firm that has presented the candidate first to Client will be entitled to the fee.

6. **Guarantee:** For all fees paid within thirty (30) calendar days, MindPharm, LLC will provide a ninety (90) day prorated guarantee, beginning on the employment start date, for any candidate that terminates or is terminated from his or her position of employment for any reason, except for a company-initiated reduction in workforce, elimination of the position or insufficient work for the candidate. Client must notify MindPharm, LLC within five (5) business days after such termination for the guarantee to be valid. If payment is not received within thirty (30) days, the client shall receive a thirty (30) day guarantee.
7. **Termination:** Either party may terminate this Agreement, with a thirty (30) day written notice. Client is still responsible for all outstanding invoices, even after any such termination.

This document is the complete Agreement between both parties governing recruitment services and can be changed only as agreed upon and signed by both parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized agents as of the later date below.

Signature / Date
Stephanie Miller

**Title: President
MindPharm, LLC**

Signature / Date
Client

Title: _____