

# Freelance Recruiter Contract

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This **Freelance Recruiter Agreement** ("**Agreement**") is entered into as of \_\_\_\_\_ ("**Effective Date**"), by and between the following parties:

**Company**

**Recruiter**

The Company and the Recruiter may be referred to individually as a "**Party**" and collectively as the "**Parties**."

## 1. Purpose

The purpose of this Agreement is to define the terms under which the Recruiter will provide candidate sourcing, screening, and recruitment support services to the Company for open roles as identified by the Company from time to time.

## 2. Scope of Services

The Recruiter agrees to perform the following services:

- Identify, source, and evaluate potential candidates for positions specified by the Company
- Conduct initial candidate outreach and preliminary screening
- Present qualified candidates to the Company with relevant background information
- Coordinate interview scheduling where requested
- Maintain professional communication with candidates throughout the recruitment process

The Recruiter shall perform the services in a timely, professional, and ethical manner consistent with generally accepted recruitment practices.

## 3. Engagement Structure

This Agreement does not guarantee exclusivity. The Company may engage other recruiters or sources to fill positions, and the Recruiter may provide services to other clients, provided there is no conflict with the Company's interests or breach of confidentiality.

#### 4. Fees and Payment

The Company agrees to compensate the Recruiter as follows:

Position Type	Fee Structure	Payment Trigger
		Upon candidate's start date

Payment shall be made within \_\_\_\_\_ days following the candidate's official start date with the Company.

If a hired candidate's employment is terminated for any reason within \_\_\_\_\_ days of the start date, the Recruiter agrees to either:

- Provide a replacement candidate at no additional cost, or
- Refund \_\_\_\_\_% of the fee paid

#### 5. Candidate Ownership

A candidate shall be considered submitted by the Recruiter only if:

- The Recruiter provides the candidate's details in writing, and
- The candidate has not been previously identified or engaged by the Company within the past \_\_\_\_\_ months

Ownership of a candidate submission shall remain valid for a period of \_\_\_\_\_ months from the date of submission.

#### 6. Independent Contractor Status

The Recruiter is engaged as an independent contractor and not as an employee, agent, or representative of the Company. The Recruiter shall have no authority to bind the Company or enter into agreements on its behalf.

The Recruiter is solely responsible for all taxes, insurance, and legal obligations arising from the compensation received under this Agreement.

## 7. Confidentiality

The Recruiter agrees to keep all non-public, proprietary, or confidential information of the Company strictly confidential and to use such information solely for the purpose of performing services under this Agreement.

This obligation continues after the termination of this Agreement.

## 8. Data Protection

The Recruiter shall handle all candidate data in compliance with applicable data protection laws and shall ensure that candidates have consented to the sharing of their information with the Company.

The Recruiter shall implement reasonable safeguards to protect personal data from unauthorized access or disclosure.

## 9. Non-Solicitation

During the term of this Agreement and for a period of \_\_\_\_\_ months following its termination, the Recruiter shall not directly solicit or recruit employees of the Company for other employment opportunities without the Company's prior written consent.

## 10. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated.

Either Party may terminate this Agreement at any time by providing \_\_\_\_\_ days' written notice.

The Company may terminate this Agreement immediately for cause if the Recruiter:

- Breaches any material term of this Agreement
- Engages in unethical or unlawful conduct
- Fails to perform services in a satisfactory manner

Upon termination:

- Any pending candidate submissions will remain subject to the Candidate Ownership clause
- Accrued payment obligations shall remain payable
- Confidentiality and data protection obligations shall continue

## 11. Limitation of Liability

The Recruiter does not guarantee the performance, suitability, or continued employment of any candidate. The Company retains full responsibility for hiring decisions.

To the extent permitted by law, neither Party shall be liable for indirect, incidental, or consequential damages arising out of this Agreement.

## 12. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_.

Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the Parties. If the dispute cannot be resolved amicably, it shall be submitted to the competent courts of \_\_\_\_\_.

## 13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior agreements, discussions, or understandings.

## 14. Amendments

This Agreement may be amended only by a written document signed by both Parties.

## 15. Signatures

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**Company**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Recruiter**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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