

## **ManagerEdge Association™ - Memorandum of Understanding**

Between \_\_\_\_\_ (Associate) and ManagerEdge Association™

### **1. PURPOSE**

The ManagerEdge Association™ provides services and information to enable executives and hiring managers to quickly and reliably access pre-qualified resumes of seasoned, experienced technical managers/directors free of charge. This program is designed to help Associates seeking jobs to be found directly by hiring managers without any recruiting, agency or other third party involvement. This document covers the obligations between the Associate and the Association.

### **2. DEFINITIONS**

**Active:** An Associate who is seeking a new position, either permanent or contract, and can publicize their search.

**Associate:** A member of the Association as defined under the Bylaws.

**Association:** An organization of experienced, senior technology managers and executives based in and around Santa Clara County, California, and organized to provide services that assist members in finding professional employment, networking and career growth. The Association operates under the name ManagerEdge Association to provide specific job marketing and referral services. The Association is governed by a set of Bylaws.

**Bylaws:** The set of rules and procedures defined in the document "ManagerEdge Association™ - Bylaws" and under which the Association operates, dated October 3, 2002, and as currently amended. The Bylaws are incorporated in this Memorandum of Understanding by reference.

**Customer:** An individual (directly representing a company or organization) that has signed an agreement with the Association to utilize the services of the Association as defined in the Bylaws.

**Inactive:** An Associate not currently seeking a new position, or unable to publicize such a search, but still a member in good standing of the Association.

**Notification:** Written communication between the Associate and the Association is in the form of e-mail.

### **3. ASSOCIATION OBLIGATIONS**

The Association will:

- a. Post the Associate's profile and resume on its web site.
- b. Ensure that access to the web site by its Customers shall be controlled.
- c. Make a best reasonable effort to ensure that its web site is continuously available.
- d. Notify the Associate if a Customer wishes to contact the Associate.
- e. Maintain an e-mail distribution list of all Associates.
- f. Maintain a list of all Customers.
- g. Ensure that changes to any documents affecting the Association are distributed to the Associates
- h. Implement the Bylaws and operate under their terms.

### **4. ASSOCIATE OBLIGATIONS**

The Associate will:

- a. Abide by the Bylaws.
- b. Provide a profile and resume to be posted on the Association's web site.
- c. Contact new Customers to promote the benefits of the Association.
- d. Notify the Association if the Associate wants to change their (Active/Inactive) status.
- e. Share job leads with other Associates.
- f. Maintain a current e-mail address with the Association.
- g. Be bound by the terms of agreements with the Customers.

### **5. DUES**

Each Associate will be assessed dues as set forth in the Bylaws.

**6. WARRANTIES AND LIABILITY**

The Association assumes no liability for any circumstance arising out of access to, use of, interviewing, hiring, intent to interview or hire, or inquiry relating to any product or service mentioned in this Memorandum of Understanding or in any Customer communication associated with this Memorandum of Understanding. This includes direct, indirect, incidental, punitive, and consequential damages.

**7. TERM AND TERMINATION**

This Memorandum of Understanding is effective on the date it is executed by the Associate and an authorized representative of the Association and remains in effect until terminated as described herein.

Either party may terminate the agreement set forth in this Memorandum of Understanding at any time by sending Notification of intent to terminate to the other party. The termination takes effect seven calendar days after the date on which Notification is sent.

The Association and the Associate agree that all obligations of confidentiality by either or both parties will survive for one calendar year following termination.

**8. NOTIFICATION**

All Notifications to the Association under this Memorandum of Understanding should be sent to the e-mail address, notice@ManagerEdge.org. If the Association changes this email address for any reason, it will notify all Associates not less than seven (7) days before the change takes effect.

The Associate shall provide e-mail and, optionally, U.S. Mail addresses in the "Signature" section of this Memorandum of Understanding.

**9. CONFIDENTIALITY**

During operations under this Memorandum of Understanding, neither the Association nor the Associate expects to come into possession of confidential or proprietary information of the other party except as delineated under Association Obligations and Associate Obligations in paragraphs 3 and 4, respectively, of this Memorandum of Understanding. If either party should come into possession of confidential or proprietary information of the other party beyond what is delineated in this Memorandum of Understanding, that party agrees to treat that information with the same protection and confidentiality as it treats its own confidential or proprietary information.

**10. SEVERABILITY**

If any part of this Memorandum of Understanding is declared invalid by a court, all other parts of the Memorandum of Understanding will be deemed to remain valid and in effect.

**11. MISCELLANEOUS**

All aspects of this Memorandum of Understanding are to be construed under the laws of the State of California.

**12. SIGNATURES**

\_\_\_\_\_  
Associate

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
e-mail address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone (optional)

\_\_\_\_\_  
Authorized Representative of the Association

\_\_\_\_\_  
Date