



**Organization of  
American States**



**Proposal to recruit Inspector General**



## Organization of American States

### INTRODUCTION TO MICHAEL PAGE

Michael Page (MP) is one of the world's leading executive recruitment consultancies with a group of 5,000+ employees and turnover of \$2 billion. Headquartered in London and listed on the London Stock Exchange, we offer 40 years of recruitment expertise focused on appointing middle to senior management professionals.

Globally MP operates in 35 countries and within the North American market, MP offers full North American coverage from an inter-connected group of offices in New York, Boston, New Jersey, Philadelphia, Chicago, Houston, Stamford and Los Angeles in the US. In Canada we have consultants based in Toronto, Montreal and Calgary.

### WHY CHOOSE MICHAEL PAGE?

- MP is a market leader in professional recruitment with a proven track record.
- MP offers excellent geographic coverage of both Canada and the US and global recruitment markets with office locations in all the key hubs globally. This allows us to have intimate knowledge of the major players in each geographic market as well as a network of contacts and candidates who are willing to relocate throughout North America and globally.
- Our global size and revenue stream allows our consultants to offer a retained style service at significantly reduced costs.
- Our global branding represents quality, professionalism and delivery to both clients and candidates.
- Our specialist and non-commissioned approach allows us to consistently attract the highest quality individuals who are drawn to us for our strong reputation for confidentiality and senior candidate handling.

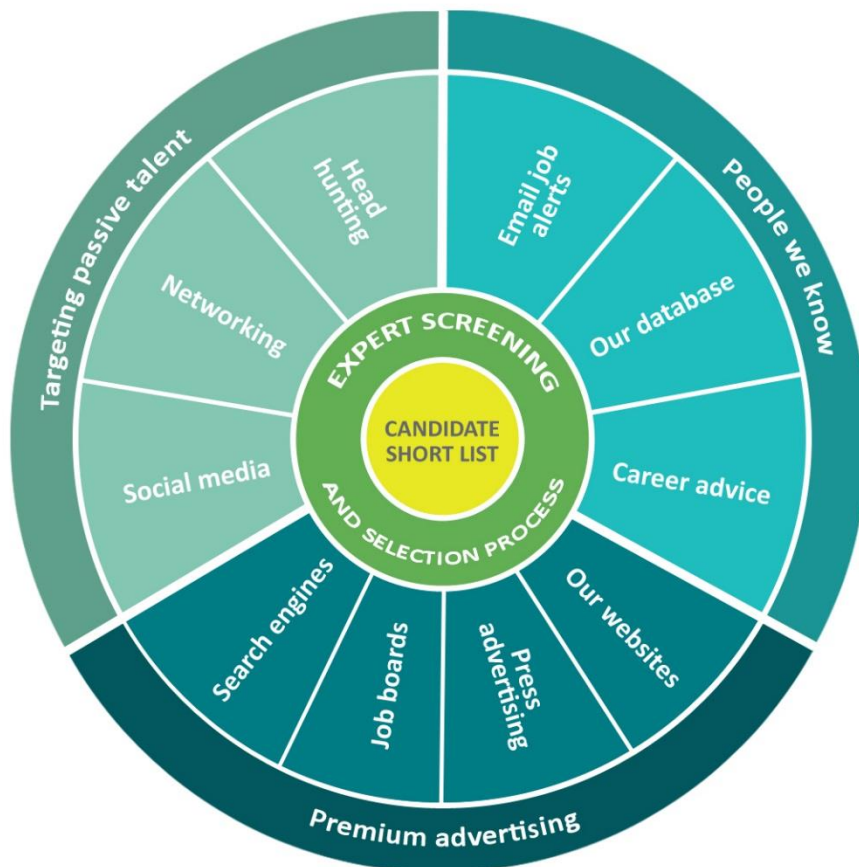
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## OUR PROPOSED METHODOLOGY

- Proposal authorized by **Organization of American States**
- Follow up consultative telephone conversation in order to properly identify candidate profile, target lists, etc.
- Search for candidates within Michael Page database, direct headhunting, networking and online advertising
- Initial in-person interviews with qualified applicants in order to qualify for presented candidacy
- Candidate list presentations along with brief descriptions to **Organization of American States**
- Coordination and scheduling of all interviews in conjunction with **Organization of American States**

## OUR APPROACH TO SOURCING CANDIDATES

We use the widest variety of methods to generate the right candidates for our clients. We have summarized our main approaches to finding candidates, both active and passive, below.





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### OUR APPROACH TO SOURCING CANDIDATES (CONTINUED)

We will use the following channels to attract candidates:

- **Michael Page Network:** Michael Page has an extensive network of relevant candidates who are currently looking for a new position; this network has been developed over the past 37 years globally and 14 years in the North American market. Many of these individuals will not be available through any other source as they are represented by Michael Page as their sole agent
- **Targeted Search (Historical Networks):** Michael Page has an extensive network of historical candidates which gives us access to a large pool of candidates who are not actively seeking a career move. Having tracked these individuals, we have in-depth knowledge of their ability and career to date, and can proactively identify and approach those that have a suitable background and track record of success
- **Direct Search:** Through our track record of completed searches we can identify the relevant candidates to target. We will ideally be meeting with most candidates face to face and selling the ' **Organization of American State's** career

### REACH TALENT

Reach Talent is our primary advertising package for clients, with a focus on social media and search.

Michael Page

monster

LinkedIn

indeed™  
one search. all jobs.

Google™

twitter

facebook

### OUR CANDIDATE ASSESSMENT

Candidates will initially undergo a telephone screening interview; successful candidates will be invited to Michael Page offices for a face-to-face interview and assessed against the agreed criteria.

This interview will allow us to:

- Ascertain if the candidates have the necessary skills and experience
- Understand the candidates' motivation for applying to the position
- Assess whether the candidate will fit 'culturally' into **Organization of American States**
- Discuss the role expectations with the candidates
- Educate candidates on the role and your organization
- Clarify present/previous remuneration and expected remuneration

Unsuccessful candidates will be rejected within appropriate time scales and given feedback for the rejection.

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## CANDIDATE PRESENTATION

We will provide a brief summary of the candidates, incorporating their situation along with our consultative view.

These areas include:

- Key strengths/development areas
- Reason for interest in the firm and position
- Reason for wanting to leave current position
- Current salary package
- Desired salary package

## OFFER MANAGEMENT AND ADMINISTRATION



1. Facilitating all meetings between Organization of American States and candidates



2. Understanding the motivations of all candidates to the best of our abilities



3. Rejecting all unsuccessful candidates in a timely and sensitive fashion



4. Acting in a transparent and honest fashion when negotiating remuneration packages



5. Confirming the identity of the candidates prior to the appointment



6. Maintaining contact with the successful candidates throughout the offer process, resignation, and notice period



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### OFFER MANAGEMENT AND ADMINISTRATION (CONTINUED)

We are committed to providing the best possible recruitment experience for both candidates and clients. It is widely recognized that Michael Page consultants have greater expertise throughout the recruitment process; we have specialist, in-depth knowledge in the marketplace and in positioning organizations as an employer of choice. In a competitive recruitment market, we go beyond an administrative recruitment function in order to understand the drive, enthusiasm, pace, and decisiveness that is necessary to win the war for talent on **Organization of American States** behalf, yet we balance this approach with high ethical values and integrity.

### FEE STRUCTURE

Our overall fee for the Inspector General role will be on a retained basis of 25% of the annual base salary plus post adjustment of the selected candidate.

Role	Expected Compensation (Estimated)	Retainer Fee	Reach Talent Advertising Fee Upfront	Completion Fee
Inspector General	\$150,000 (To include basic salary + post adjustment)	7.5%	\$3,000	17.5%

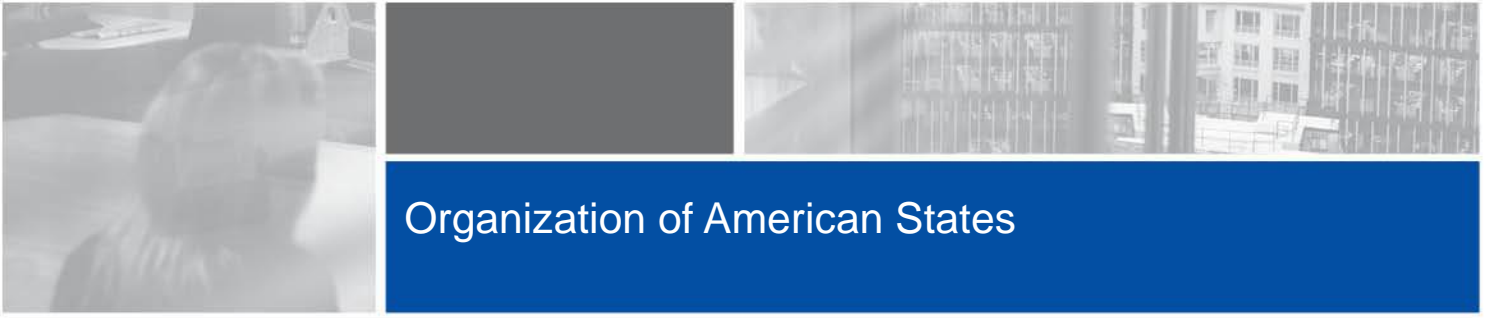
The fee structure will be divided into 3 parts:

- \* An advertising fee for our Reach Talent Package in the amount of \$3,000 is due upfront
- \* A 7.5% upfront retainer fee is due upon acceptance of proposal
- \* A completion fee of 17.5% of the salary (25% minus 7.5% already paid), is due only when the candidate receives their offer and accepts
- \* The completion fee will be adjusted if the candidate's expected compensation (basic salary + post adjustment) is below or exceeds \$150,000.

If the candidate resigns or is terminated within 8 weeks of start date, Michael Page will find one free replacement.

Payment terms are 15 days net

For avoidance of doubt, these commercial terms will be read alongside our attached Terms and Conditions for Permanent Recruitment Services (the "Agreement"), provided that where and to the extent there is a conflict between these commercial terms and the attached Agreement, these commercial terms will apply.



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## ACCEPTANCE

To engage Michael Page in this assignment, please sign this proposal to demonstrate your approval and return by e-mail to me at dtoukan@michaelpage.us.com

We look forward to working with you on this assignment. If you have any questions relating to this proposal, or any other matter, please do not hesitate to contact me.

Yours Sincerely,

Deena Toukan – Associate Director

I agree with your proposal and supplied terms and conditions and authorize you to undertake the assignment in the matter stated above.

Print Name / Title: .....

Signed: .....

Date: .....

On behalf of **Organization of American States**

Signed: .....

Deena Toukan – Associate Director

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## TERMS AND CONDITIONS FOR PERMANENT (CONTINGENT OR FIXED TERM CONTRACT) RECRUITMENT SERVICES

### 1. Agreement.

These Terms & Conditions for Permanent (Contingent or Fixed Term Contract) Recruitment Services (the "**Agreement**") are entered into and effective as of (DATE) \_\_\_\_\_ (the "**Effective Date**"), BETWEEN: (CLIENT LEGAL NAME) \_\_\_\_\_, a corporation organized under the laws of (STATE OR COUNTRY) \_\_\_\_\_, having its registered office at (CLIENT'S OFFICE ADDRESS) \_\_\_\_\_ ("**Client**") AND: **MICHAEL PAGE INTERNATIONAL, INC.**, part of the PageGroup, a corporation incorporated under the laws of the State of Delaware, having its North American Headquarters at 622 Third Avenue, 29th Floor, New York, NY 10017 ("**MP**").

(a) Any and all business undertaken between MP and the Client will be subject to the Agreement, consisting collectively of the following terms and conditions as well as any additional schedules attached hereto, or documents incorporated by reference, or any subsequent schedules or Purchase Orders, each of which shall be incorporated or implied in any business between MP and the Client and shall make up the entire agreement between MP and the Client. In the event of conflict between this Agreement and any other previous terms and conditions, the former shall prevail unless expressly otherwise agreed by MP and Client in writing.

(b) For greater certainty, the arrangement of an interview or Engagement of a Candidate, whether facilitated by MP or directly by the Client, will be deemed to be acceptance of this Agreement by the Client.

### 2. Definitions.

(a) "**Application Materials**": means any and all materials submitted in support of a Candidate's application for Engagement including resumes or curriculum vitae, personal information, any and all types of checks including background, credit, criminal or reference and the like.

(b) "**Candidate**": means an individual introduced by MP to the Client as a candidate for an Engagement, either by way of provision of a resume or other written information which identifies the individual.

(c) "**Contingency Search**": means a search whereby the Introduction Fee will be payable by the Client upon Engagement of a Candidate, and invoiced on the Candidate's Start Date with the Client.

(d) "**Engagement/Engaged/Engages**": means the acceptance by a Candidate of an offer of employment, or a contract for services or uses in any capacity, from the Client or any third party as contemplated in this Agreement.

(e) "**Fixed Term Contract Search**": means a search where the Client seeks to Engage a Candidate directly on a contract basis for a fixed period, and whereby an Introduction Fee will be payable by the Client upon Engagement of that Candidate, and invoiced on the Candidate's Start Date with the Client.

(f) "**Upfront Search**": means a search whereby an Introduction Fee will be payable by the Client in two stages:

- (i) "**Upfront Fee**": shall be payable by the Client on the day the Client and MP enter into an agreement for the Upfront Search; and
- (ii) "**Completion Fee**": shall be payable on the Candidate's Start Date with the Client.

(g) "**Gross Remuneration**": means the gross (full-time equivalent) annual remuneration package, and is deemed to include base salary, sign-on or guaranteed bonus and any relocation/accommodation allowances. In cases where the bonus, commission or profit sharing element, though not guaranteed, is considered likely to constitute a substantial proportion of the total remuneration, agreement will be reached with the Client in advance concerning the starting remuneration on which the fee will be calculated. The provision of a car is valued at \$10,000 additional remuneration. In the event where the annual salary is not ascertainable MP will take the hourly rate and multiply by 2000. All fees are exclusive of tax.

(h) "**Introduction Fee**": means the full fee amount payable to MP upon Engagement of a Candidate, which is expressed and calculated as a percentage of the Candidate's first year's anticipated Gross Remuneration.

(i) "**MP Employee**": means any of MP's own staff or engagement team members providing services to the Client for the purposes of this Agreement, including MP resourcers, researchers, recruitment consultants, managers and/or directors.

(j) "**Start Date**": means the date upon which a Candidate commences his or her Engagement with the Client.

### 3. Notices.

Any notices, communications or other documents to be given under this Agreement shall be in writing and shall be deemed duly given if left at or sent by first class mail at such addresses as to be agreed upon between the parties or email transmission to Client's MP contact. Notices sent via email will be deemed to have been received by the other party on the date it is sent/received or, if sent on a weekend or holiday, the next regular business day. Notices sent via first class mail will be deemed to be received by the other on the fourth business day following the date it was sent. Any circumstances allegedly giving cause for complaint about a Candidate or an invoice must be notified to MP and confirmed in writing as soon as the cause of the alleged complaint arises.

### 4. Confidentiality and Privacy.

(a) Application Materials are confidential and are provided to the Client solely for the purpose of evaluating the Candidate for an Engagement as an employee or temporary worker, as applicable. Application Materials shall also include all fees and rates provided for in this Agreement, and any such information is also provided to the Client in confidence.

(b) All Application Materials may only be used by representatives of the Client who are authorized for the purpose of receiving MP services for the above stated purpose and with respect to Candidates who are Engaged pursuant to this Agreement, for such legal purposes as are in keeping with the Client's human resources practices and policies. Unless otherwise agreed by MP in writing, the Client shall not approach the Candidate's current employer.

(c) The Client agrees to comply with all applicable privacy laws in relation to these materials, including using reasonable efforts in accordance with standard industry practices to protect the confidential information of the disclosing party from harm, loss, theft and unauthorized access and will not disclose, publish, release, transfer or otherwise make available the confidential information in any form to, or for the use or benefit of, any person except for the purpose contemplated in this Agreement.



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## 5. Introduction Fees and Conditions.

<b>CONTINGENCY SEARCH</b>	Gross Remuneration below \$100,000	Gross Remuneration of \$100,000 & up
Introduction Fee	<b>30.0%</b>	<b>30.0%</b>
<b>FIXED TERM CONTRACT SEARCH</b>		
Introduction Fee	<b>30.0%</b>	<b>30.0%</b>
<b>UPFRONT SEARCH</b>		
Upfront Fee	<b>7.5%</b>	<b>7.5%</b>
Completion Fee	<b>17.5%</b>	<b>17.5%</b>
Total (the Introduction Fee)	<b>25.0%</b>	<b>25.0%</b>

(a) Fixed Term Contract Searches are not subject to the rebate or replacement provided in Clause 9. Should the Client wish to extend the initial contract period, or renew the Candidate's contract at any point following the completion of the initial contract period, or should the Client wish to hire the Candidate on a permanent basis then an additional Introduction Fee shall be payable unless otherwise prohibited by law. The Introduction Fee due in relation to a Fixed Term Contract Search shall be calculated as prorated over the number of months of the Candidate's contract (maximum of twelve months) divided by twelve. The minimum term for a Fixed Term Contract Search calculation is 3 months.

(b) Upfront Fees are non-refundable, whether or not a Candidate is successfully engaged.

## 6. Fee Payable.

(a) An Introduction Fee as set out in Clause 5 above will also be payable:

- (i) in the event that any Candidate is rejected by the Client or the Candidate rejects an offer of Engagement, and the Candidate is subsequently Engaged by the Client within twelve (12) months of the date on which the Candidate is last introduced by MP to that Client; or
- (ii) in the event the Client introduces or re-introduces a Candidate to its subsidiary, associated company or any other person, firm or corporation resulting in the Engagement of the Candidate by that subsidiary or associated company, person, firm or corporation within twelve (12) months of the last introduction date;
- (iii) within twelve (12) months of the last introduction by MP, the Client Engages any Candidate, in any capacity, either directly or via an employment business or employment agency, or uses the services of any Candidate, in any capacity otherwise than through MP whether facilitated directly by the Client or Candidate, including but not limited to outsourcing or corporate restructuring; or
- (iv) where the Candidate introduces any other person to the Client or a subsidiary or associated company and the Client or the subsidiary or associated company Engages that person within twelve (12) months of such introduction (which term includes employment or use whether under a contract of service or for services or in any other capacity), in which case the person so introduced to and Engaged by the Client will be treated by MP as if they were a Candidate as per this Agreement.

No rebate or replacement shall be applicable for any of the above Engagements under any circumstances.

(b) The Client agrees that an Introduction Fee will be payable regardless of the Client having had prior knowledge of the Candidate (either through introduction by a source other than MP, through direct applications made previously by the Candidate or by Client's own sourcing and the like), unless the Client notifies MP of their prior knowledge before arranging an interview with the Candidate or within five (5) days of the introduction of that Candidate by MP (whichever is sooner).

## 7. ReachTalent.

Where MP and the Client agree in advance, in writing, additional advertising services ('ReachTalent') would be provided as follows:

Job posting with client logo displayed (or without logo in the case of confidential searches) and optimized on the Michael Page website. Job also posted on such additional sites as agreed between MP and the Client, combined with the power of Google AdWords.	<b>ADVERTISING FEE: \$3000.00 USD</b>
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The Client acknowledges that any ReachTalent package may only be cancelled on sufficient notice to enable MP to withdraw the placement of the advertisement with each applicable advertising medium or entity. The fee for an agreed ReachTalent package (plus applicable sales tax) will be invoiced at the time the Client provides sign-off for any such advertisement and fees for ReachTalent packages are non-refundable.

## 8. Payment Terms.

All monies due hereunder shall be paid by the Client within **30 DAYS** of the date of invoice. Sales tax will be added to the invoice where applicable unless the Client provides an appropriate exemption certificate. Past due invoices are assessed at a **4% LATE FEE** per annum on the outstanding balance.

## 9. Limited Remedy for Failed Candidate.

In the event that a Candidate Engagement terminates within 8 WEEKS of the Start Date of the Candidate, a replacement will only be provided where:

- (a) the Client notifies MP in writing of the termination of Engagement within seven (7) days of such termination; and
- (b) the termination is not due to lay-off, corporate restructure, material change of management, job duties or job location, pregnancy, illness, death or injury, or breach of any other applicable law; and
- (c) all monies due from the Client have been paid in accordance with this Agreement;

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then, MP shall use its best endeavors to find one (1) replacement Candidate for the initially solicited position and with the identical duties and responsibilities at no additional charge to the Client except for agreed additional advertising costs and travel expenses. No replacement shall apply to any replacement Candidate.

## 10. Candidate Expense Reimbursement.

The Client agrees to reimburse a Candidate his/her traveling and out of pocket expenses in connection with attending an interview with the Client in circumstances including where the Client requires the Candidate to travel over night, long distances, out of State or internationally, subject to any expenses being pre-approved in writing by the Client.

## 11. Candidate Suitability.

(a) MP shall endeavor to ensure the suitability of a Candidate and to maintain a high standard of service and integrity, but makes no warranty, express or implied, as to such suitability. The Client shall immediately inform MP should there be any reason or circumstance under which it would be detrimental to the interests of MP, the Client or the Candidate for the Candidate to take up a position with the Client.

(b) When assessing the suitability of a Candidate, MP shall place reliance on the job description provided by the Client and the Client accepts that MP will make no further assessment of the Client's requirements including but not limited to any special skills, authorizations, qualifications and training which the Candidate is required to have. Further, the Client should also inform MP, if the Candidate is required by law or professional body to have a particular qualification to carry out the role.

(c) The Client shall be responsible for arranging all medical examinations and any further investigations of the Candidate (including the confirmation of any professional or academic qualifications, criminal convictions and financial history) unless otherwise previously agreed in writing by MP and the Client.

(d) MP agrees to obtain the Candidate's confirmation that the Candidate has the experience, training, qualifications and/or authorizations specified in the agreed and published job description. MP shall not undertake any further checks unless requested to do so by the Client.

(e) The Client shall be responsible for obtaining any work and other permits and shall ultimately satisfy itself as to the suitability of any Candidate prior to any Engagement.

(f) MP agrees, represents and warrants that it will follow all applicable laws and regulations regarding background checks, the use and disclosure of such information. The Client in turn agrees it will follow all applicable laws and regulations regarding the use and disclosure of such information and how this information is used to come to a hiring decision.

## 12. Limitation of Liability.

(a) THE CLIENT AGREES THAT MP'S TOTAL AGGREGATE LIABILITY, TO THE CLIENT OR TO ANY OTHER PERSON, FOR DAMAGES, WHETHER IN CONTRACT, IN TORT, FOR NEGLIGENCE, BREACH OF STATUTORY DUTY, STRICT LIABILITY, OR OTHERWISE (BUT OTHER THAN IN RESPECT TO WILLFUL OR GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING, AS OTHERWISE PROHIBITED BY THE APPLICABLE LAW), UNDER THIS AGREEMENT OR ARISING FROM OR RELATED TO THIS AGREEMENT, SHALL BE FOR DIRECT PROVABLE DAMAGES ONLY AND SHALL NOT EXCEED 125% OF THE AMOUNT PAID BY THE CLIENT FOR THE APPLICABLE SERVICE GIVING RISE TO SUCH DAMAGES.

(b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR TO ANY PERSON FOR ANY EXEMPLARY DAMAGES, SPECIAL DAMAGES, PUNITIVE DAMAGES, COSTS, EXPENSE OR LOSSES, LOSS OF PROFITS (ACTUAL OR ANTICIPATED), LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR OPERATION OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, ARISING IN ANY MANNER FROM THIS AGREEMENT OR OTHERWISE, EVEN IF THE PARTY KNEW, OR SHOULD HAVE KNOWN, OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 13. Non-Solicitation.

MP maintains high quality and appropriately trained professionals in order to deliver our services to our Clients. At times, in the ordinary course of business, clients will contact the firm with an interest in employing a MP Employee. MP appreciates a client's confidence in our personnel. Client agrees and understands that MP incurs significant costs in recruiting, training, and developing its MP Employees. If, during the period of Client's engagement of MP under this Agreement and for a period of one (1) year after the last placed Candidate's Start Date with the Client, Client agrees not to directly or indirectly seek to hire any MP Employees (or the MP Employees of MP's parent, subsidiaries and affiliates) participating as a member of the engagement team, or that Client learns about through the engagement, without the express written permission of MP. Client agrees and understands that if it Engages such a MP Employee (or a MP Employee of MP's parent, subsidiaries and affiliates), whether as an employee, consultant or contractor, Client agrees to pay MP a fee equal to 50% of such MP Employee's Gross Remuneration which is paid to such MP Employee during such MP Employee's first year of employment or consulting or contracting relationship with Client. Client agrees and understands that this amount is to reimburse MP for the estimated costs of recruiting and training personnel to fill the position vacated. Such fee will be due upon Engagement by the Client of the MP Employee.

## 14. General.

(a) This Agreement shall be governed and construed in accordance with laws of the state of New York, without regard to the principles of conflicts of laws. Any legal proceeding arising out of or relating to this Agreement will be instituted in a state or federal court in the State of New York, and MP and the Client hereby consent to the personal and exclusive jurisdiction of such court(s) and hereby waive any objection(s) that they may have to personal jurisdiction, the laying of venue of any such proceeding and any claim or defense of inconvenient forum.

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**(b)** If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties intend that such provision be amended or construed in a manner designed to give the greatest possible legal effect to the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, that provision shall be deemed to be severed herefrom, and the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.

**(c)** The services provided hereunder are personal and this Agreement may not be assigned by the Client without the prior written consent of MP, which consent will not be unreasonably withheld.

**(d)** Client acknowledges that MP is acting as trustee for each of MP's officers, directors, employees and agents of the Client's covenants under this Agreement and the Client agrees that such individuals may enforce, or MP may enforce on their behalf, such covenants.

**(e)** Amendment to this Agreement must be in writing and signed by an authorized representative of MP and the Client.

**(f)** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**(g)** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**(h)** Any litigation between the MP and the Client for fees provided for in this contract, the party prevailing in the litigation shall be compensated by the other for legal fees and court costs.

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