NAPR Connect TERMS OF USE

In order to assure that the Collaborative NAPR Connect program sustains credible, quality information and content, certain standards are required for the User to maintain access and use of the NAPR Connect program. NAPR's Code of Ethics is incorporated and made part of these Terms of Use. Any breach of the NAPR Connect terms of use shall be investigated and adjudicated by the Ethics Committee. Users may be temporarily or permanently suspended from the NAPR Connect program for violations.

- 1. Users must be active members, in good standing, of NAPR.
- 2. Candidate-Profiles and Client-Profiles must be legitimate and be kept current.
- 3. NAPR Connect Candidates may only be shared with entities which are NAPR members in good standing and are also Users of NAPR Connect.
- 4. Users must obtain an executed split-fee agreement with the other NAPR Connect User, prior to exchanging Candidate and Client information.
- 5. The Client-Recruiter must have an executed contract directly with his or her Client.
- 6. A User must document its referral and follow-up activities.
- 7. Client-Recruiters and In-house Recruiters may only post job listings which they directly represent.
- 8. A referred Candidate's Curriculum Vitae must be submitted to the Client-Recruiter or Client within three (3) business days of clearing the name.
- 9. Candidates must be thoroughly screened via telephone by the Candidate-Recruiter prior to referring the Candidate to the Client-Recruiter or In-House Recruiter.
- 10. Candidates must give their permission to be represented by the Candidate-Recruiter, that is, to having their profile posted on the NAPR Connect program.
- 11. Candidates must approve the referral of their Curricula Vitae to any or all recruiting firms and/or clients.
- 12. The Candidate-Recruiter must provide the Client-Recruiter or In-house Recruiter with a Candidate's current Curriculum Vitae and a brief synopsis of the Candidate's personal information by end of the next business day.
- 13. The Candidate-Recruiter or Client-Recruiter must disclose any known Candidate issues (such as malpractice claims or licensure sanction, etc.) to the In-house Recruiter.
- 14. When a referral is made, the Client-Recruiter or In-house Recruiter must notify the Candidate-Recruiter, immediately upon disclosure of the Candidate's name, whether he or she is already

working with the Candidate. If the Candidate-Recruiter provides the name of a Candidate to a Client-Recruiter and the Client-Recruiter or In-house Recruiter has previously been in contact with the Candidate during the past 30 days or is in the process of setting up an interview or has already set up an interview with a Client, it is considered that the Client-Recruiter or In-house Recruiter is "working with" the Candidate.

- 15. The Client-Recruiter must update the Candidate-Recruiter of any communications with the Candidate, including but not limited to telephone and site interviews.
- 16. A Client-Recruiter must provide the Candidate-Recruiter pertinent contractual information including written confirmation of any Client refund or replacement guarantee requirements prior to making a Referral. Fee amount, guarantee and/or refund information must be posted on the Client Profile on the NAPR Connect network.
- 17. When a Client-Recruiter contacts the Candidate he or she must mention, by name, the Candidate-Recruiter who originally referred him or her.
- 18. A Candidate-Recruiter must obtain permission from the Candidate to submit his or her Curriculum Vitae to a Client-Recruiter or In-house Recruiter.
- 19. A Client-Recruiter must obtain permission from the Candidate, the Candidate-Recruiter and the Client to submit the Candidate's Curriculum Vitae to the Client.
- 20. A User must remit fee monies received within ten (10) business days to the other split-fee recruiter and must include a copy of the Client's check with the User's payment.
- 21. The Client-Recruiter and the Candidate-Recruiter must agree to pursue collection activities and must agree to share equally the cost of any attorney's or collection agency fees if the Client does not pay, if applicable.
- 22. A User participating in a Split-Fee Arrangement shall honor refund or replacement guarantees made in writing to the Client by the originating Firm.
- 23. A User must provide a refund to another User or the Client within 30 days, or within the Client's contractually specific number of days, should the Candidate fail to start or remain employed through the contractually defined guarantee period, if applicable.
- 24. Users must attempt to resolve a fee dispute with each other and with minimal involvement of the Candidate and/or Client.
- 25. A User must maintain the confidentiality of Candidate and Client information provided.
- 26. All postings of Candidate-Profiles or Client-Profiles should be comprehensive but without the Candidate's specific name.
- 27. Users may not charge Candidates a fee.

- 28. Client-Recruiters who receive a Curriculum Vitae from a Candidate-Recruiter cannot additionally ask a Candidate to send his or her Curriculum Vitae to the Client-Recruiter directly.
- 29. A User cannot claim unscreened Candidates from a database, job board, list or other source to supersede a valid Referral.
- 30. The submission of a Candidate to a Client or other User which utilizes a physician database will be deemed unacceptable if the Client or User has been in contact with the referred Candidate within the past thirty (30) days and has scheduled or is in the process of scheduling an interview.
- 31. A User cannot post a Candidate unless the User has spoken to the Candidate and is in possession of the Candidate's Curriculum Vitae.
- 32. A Client-Recruiter or In-house Recruiter cannot refer the Candidate to other opportunities unless the Candidate-Recruiter, who made the initial referral, has given permission.
- 33. A User which refers a Candidate for the purpose of splitting a fee, may not, for a period of one-year contact the Client-Recruiter's Client for the purpose of establishing a business relationship unless a contractual relationship existed at the initial time of receiving the Candidate from the Candidate-Recruiter.
- 34. A User cannot submit an unsolicited Curriculum Vitae to a Client or another User.
- 35. Users may not post Client Profiles or Candidate Profiles which contain another entity's name. The Client Profile or Candidate Profile must be posted using the NAPR Connect User's own contact information.
- 36. Users may not discriminate or use language that is determined to be discriminatory, or could be deemed discriminatory in any Candidate Profile or Client Profile.