



## **SEARCH SUPPLIER AGREEMENT – 2009**

This agreement confirms our preferred supplier partner relationship, and defines the terms and conditions with respect to undertaking the recruiting on a contingency search fee basis for assigned position(s) by [Supplier's Name], herein referred to as the "Supplier," for Trane Commercial Systems and Trane Residential Systems, herein referred to as the "Company." The scope of this agreement covers only these two businesses within the Air Conditioning Systems & Services sector of Ingersoll Rand. Therefore, this search supplier agreement is not applicable to any other business or sector of Ingersoll Rand, and conversely, any agreement in place with other businesses and sectors of Ingersoll Rand does not apply to, and is not valid for, recruitment support of Trane.

### **Confidentiality**

Only persons with direct involvement in the recruitment efforts shall have access to this or any other pertinent documents. Candidate materials are only available to those you judge as qualified for an assigned position. The Company prohibits the posting of recognizable Trane positions (blind or direct) on any internet website or advertisement, unless specifically pre-authorized by Trane Talent Acquisition or Human Resources.

### **Diversity**

The Company is committed to the development of a diverse work force. Therefore, your firm is encouraged to provide referrals who are minorities, females in underutilized job classifications, disabled individuals, disabled veterans, and U.S. military veterans.

### **Communications and Referral Process**

The Company's recruiting process requires that the Supplier only communicate with the assigning Talent Acquisition and/or Human Resources Representative. These company representatives may facilitate communications between the Supplier and the hiring leaders as it relates to the assigned position. The Supplier agrees not to directly contact the hiring leader. Failure to comply may lead to the cancellation of this agreement.

After a fully executed Agreement is on file, the Company will grant the Supplier access to its Hiring Management System, along with detailed instructions. Through this system, the Talent Acquisition or HR Representative will assign specific positions to the Supplier. These are the only positions approved for recruiting by the Supplier.

In line with the Company's recruiting process, the Supplier agrees to submit only candidates through the system. Submission of the following constitutes a "Fee eligible candidate:" A pre-screened, candidate who meets the minimum posted requirements and is submitted with Candidate's full name and mailing address, candidate's email address, resume as a Word document and a summary of his/her qualifications. Any candidate submitted outside of the system, by email or any other means, will become the sole property of the Company, and is not eligible for any fee payment.

### **Exclusivity**

It is agreed and understood that this search supplier agreement does not provide exclusivity to the Supplier, and the Company may concurrently exercise a variety of alternative candidate sourcing options to satisfy requirements. The Company is not liable for fees to multiple Suppliers in connection with the same candidate. In the event the Company receives a candidate from multiple Suppliers, the referral source credit will go to the earliest submission that meets the Company's guidelines of a "Fee eligible candidate."

### **Recruiting Restriction**

Any organizational information provided to you is for the sole intention of accomplishing the designated recruitment objectives. Further agreed upon, is that you and members of your current organization and any organization, which you or they subsequently join, refrain from recruiting any employee of the Company for a minimum of 12 months from the date you conclude a supplier relationship with the Company.

**Fee Basis & Guarantee**

The placement fee is X% of the first year's base salary, provided the individual remains in our employ for a minimum of 90 days from the date of hire. There is no payment due for sales incentives, bonuses, or sign-on monies paid to new hires. Should the Company or Eligible Candidate terminate the employment relationship within said 90-day period with or without a stated reason, the reimbursement schedule will apply as follows:

- Termination within 1-45 days from date of hire, results in the remittance of the full placement fee to the Company within 45 days from the termination date.
- Termination within 46-90 days from hire date of hire, results in the remittance of 80% of the placement fee to the company within 45 days from the termination date. The remaining 20% of the placement fee will apply to, and deduct from, the next placement fee (regardless of the position type or level of position of the new hire individual).

The Company reserves the right to establish a mutually agreeable alternative offset of fees paid to the Supplier for future positions, or similar recruiting support for the position/level as the placed individual who has terminated their employment within 90 days from date of hire.

**Fee Obligation**

The Company incurs a fee obligation to the Supplier under the following condition:

- The Company hires a Fee eligible candidate
- A Fee eligible candidate produces an interview for the original assigned position and not hired, however the Company subsequently hired for a different position within 12 months of the original submittal.

The Company will not incur a fee obligation to the Supplier under the following conditions:

- The Company hires a Fee eligible candidate more than 12 months after the original submittal date.
- The Supplier submits a subcontractor or consultant who is either currently engaged, or has been engaged during the previous 18 months in an assignment at the Company
- The Supplier submits a previous employee of the Company who has been inactive for 3 years or less.
- A Fee eligible candidate does not produce an interview for the original assigned position; however, the Company subsequently hires the candidate for a different position through an alternate source.
- The Supplier submits a candidate via email, or by any other means, to any employee or any hiring leader of the Company.

**Payment**

The Company will make every effort to remit payment of invoices within 45 calendar days of the start date of the newly hired employee. All guarantee provisions apply independent of the date in which the Supplier receives the payment.

**Acceptance**

Receipt of this signed original agreement will constitute your acceptance of the terms of this agreement, which commences on January 1, 2009, and terminates on December 31, 2009.

**Signed for Trane**

**Signed for Supplier**

\_\_\_\_\_  
**Richard A. Lee**  
**Director, Talent Acquisition**  
**Trane Commercial Systems**  
**One Centennial Ave**  
**Piscataway, NJ 08854**  
**Date:**

\_\_\_\_\_  
**Signer for the Supplier**  
**Date:** \_\_\_\_\_  
**Supplier Address**

**Primary Point of Contact (PoC) Information**  
**Name**  
**Tel:**  
**Email:**