

**STATE OF MARYLAND
SMALL PROCUREMENT CONTRACT**

THIS CONTRACT (the "Contract"), is made as of the 16th day of March, 2009 by and between the **DEPARTMENT OF BUDGET AND MANAGEMENT** ("Department"), a principal department of the State of Maryland (the "State"), and Monster Worldwide, Inc. ("Contractor") whose address in this State is c/o CSC-Lawyers Incorporating Service Company 7 St. Paul St., Suite 1660, Baltimore, Md 21202 and whose principal address is 622 Third Avenue, 39th Floor, New York, NY 10017.

The parties agree as follows:

1. Services to be Provided.

(a) The Contractor shall provide the following services:

1. Establish the State as a viable and successful employer; 2. Provide a competitive rate for on-line job postings that reach the largest audience feasible to entice new job candidates to work for the State; 3. Provide applicant screening to limit the number of candidates to be reviewed by the State staff to the most qualified for the specific job position being advertised; and 4. Bill each State agency separately at the group posting rate, for its respective portion of the recruitment branding as each agency places postings. in accordance with the scope of work attached as Exhibit A and incorporated herein.

(b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

2. Term of Contract. Performance under this Contract shall commence on April 1, 2009, and shall be completed on the earlier to occur of the following: (i) when \$25,000 in usage is reached, or (ii) December 31, 2009.

3. Compensation and Method of Payment.

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$25,000. Department shall compensate Contractor for services satisfactorily performed in accordance with the Contractor's bid or proposal, attached as Exhibit B.

(b) **Method of Payment.** Department shall pay Contractor no later than thirty days after Department receives a proper invoice from Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

(c) **Tax Identification Number.** Contractor's Federal Tax Identification Number is _____ Contractor's Social Security Number is N/A (Individual Contractor

Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by Contractor to Department for payment.

4. **Procurement Officer.** Department designates Jamie Tomaszewski to serve as Procurement Officer for this Contract. All contact between Department and Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

5. **Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

6. **Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

7. **Termination for Default.** If Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. **Termination for Nonappropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

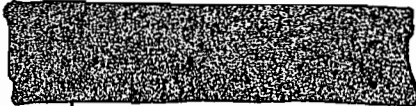
10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act

(Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

IN WITNESS WHEREOF, the parties have executed this Contract on or before the date first set forth herein.

WITNESS/ATTEST:




FOR THE CONTRACTOR:

By:  (SEAL)





Name Typed
VP of Sales, Public Sector and Education
Title

WITNESS:



FOR THE DEPARTMENT OF BUDGET AND MANAGEMENT

By: 


Name Typed
Secretary
Title

Attachment: Exhibit A: Scope of Work or Solicitation
Exhibit B: Bid or Proposal

Revised April 11, 2006

Amendment to Contract (Solicitation #SCC070006-A2)
by and between
the State of Maryland
and Monster Worldwide, Inc.

THIS AMENDMENT as of March 16, 2009 is between the State of Maryland and Monster Worldwide, Inc. ("Monster"). This Amendment amends the Small Procurement Contract between State of Maryland and Monster as of March 16, 2009 ("Contract"). To the extent there is any inconsistency between the terms of the Contract and the terms of this Amendment, the terms of the Contract will control.

For the purposes of this Amendment, "Government" shall mean the State of Maryland and any Department or Agency of the State of Maryland or other entity that purchases services from Monster under the Contract, and "Order" shall mean an order for services under the Contract by the Government.

1. Services. Standard Job Postings. Monster will permit Government to post jobs on Monster.com ("Job Postings") in accordance with the terms of this Agreement and the monster.com terms of use. Each Job Posting may include only one (1) job description in one (1) location and one (1) job category. Except as otherwise specifically provided in the Order, Job Postings purchased hereunder (i) have a scheduled run of 30 days, and (ii) must be posted during the period ending one year from the date of the Order, after which all Job Postings purchased under the Order expire. The terms and conditions of this Agreement shall apply to all Job Postings posted hereunder for the duration of their scheduled run. Any (1) re-activation of a deleted or expired job posting, (2) refreshing or renewing of any job posting, (3) change in the reference code of a job, or (4) change in location where a job is based (including a change of City/Town), constitutes use of an additional Job Posting.

2. Ownership. As between Monster and Government, any intellectual property, including but not limited to job postings, logos, and/or advertisements provided by Government for placement on any Site and all other proprietary rights therein are and shall at all times remain Government's property. Government grants to Monster and its affiliates a royalty-free, fully paid up, non-exclusive and worldwide license to use, copy, reproduce, publish, perform, display, and distribute such intellectual property (in whole or in part) solely in connection with the Services provided during the Term. Monster shall retain all right, title and interest, including all intellectual property rights, to and in: (i) any proprietary technology and software contained or incorporated in or part of the Sites and (ii) the content (excluding Government's intellectual property) on or part of the Sites (including without limitation all resumes), and all elements which are a part of or incorporated in (or constitute a collection or compilation of) any of the foregoing.

3. Limited Warranty. Monster warrants that Monster will perform Services in a professional manner in accordance with prevailing industry standards. EXCEPT FOR THE FOREGOING, MONSTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO ITS SERVICES OR THE SITES, OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF ITS SERVICES OR THE SITES.

4. Government Representation and Warranty. Government represents and warrants that (i) it is the sole owner of its respective web site(s), names, logos, trademarks, service marks, domain names, copyrightable content and the intellectual property rights embodied in any of the foregoing and (ii) it has the right to publish any content on the Site without infringement of any rights (including without limitation copyright, trademark, other intellectual property rights, publicity rights and privacy rights) of any third party or violation of any applicable laws, rules or regulations and (iii) any material that it provides to the Site will not infringe on any rights (including without limitation copyright, trademark, other intellectual property rights, publicity rights and privacy rights) of any third party or violation of any applicable laws, rules or regulations.

5. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT (INCLUDING THE QUOTE), BUT WITHOUT IN ANY WAY LIMITING GOVERNMENT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, (A) NO PARTY WILL BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S

RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA - ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT), REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF, AND (B) EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY PRODUCT, THE SERVICES PROVIDED HEREUNDER OR ANY SITE, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY GOVERNMENT TO MONSTER DURING THE TERM HEREOF.

6. Miscellaneous. Each party agrees with respect to its use of or provision of the Services, as the case may be, to comply with all applicable local, national and international laws, including but not limited to laws relating to labor and employment (including without limitation the U.S. Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures), data privacy, data access and use, and intellectual property. Without limiting the foregoing, Government agrees to comply with all laws relating to equal employment opportunity and employment eligibility requirements and acknowledge that Job Postings, Reserved Job Postings and Diversity Job Postings may not require U.S. citizenship or lawful permanent residence in the U.S. as a condition of employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state or local government contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

State of Maryland
Department of Budget and Management

Monster Worldwide, Inc.

By: _____

Name: _____
Title: Secretary
Date: 4/3/09

By: _____

Name: _____
Title: VP, SALES
Date: 3/17/09