

PROFESSIONAL SERVICES AGREEMENT By and Between
UNIVERSITY OF NORTH TEXAS HEALTH
SCIENCE CENTER
THE CG GROUP, LLC

Effective Date: September 1, 2021

Services: The Services to be provided under this Agreement are strategic communication services. Services include but are not limited to developing a communication plan, making contact with relevant parties at each stage of the communication plan, drafting communications for target audiences, and coordination of and attendance at relevant internal and external events.

Completion Date: August 31, 2022

Compensation: The Compensation to Contractor for Services is Eighty Thousand and 04/100 Dollars (\$80,000.04). Payment shall be made on a monthly basis at a rate of six-thousand, six-hundred, sixty-six dollars and sixty-seven cents (\$6,666.67) per month beginning September 1, 2021 through August 31, 2022. *Full payment due/payable at time of invoice from contractor.*

RECITALS

This Professional Services Agreement ("Agreement") is made and entered into by University of North Texas Health Science Center ("University") and The CG Group, LLC ("Contractor") as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the term of this agreement shall begin on September 1, 2021, and continue through August 31, 2022. **Payment is due monthly upon presentation/receipt of the contractor's invoice.**

3. Termination. Either party has the right to terminate this Agreement for any reason. Such termination shall be effective at the end of the month in which the terminating party notifies the other party of its desire to terminate. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

4. Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above. If no payment terms are specified, payment shall be made no later than thirty days following the later of completion of the Services or University's receipt of an invoice from Contractor. Interest, if any, on past due payments shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

5. Property Rights. University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are "works for hire" and assigns all of Contractor's right, title, and interest to University.

6. FERPA. If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

7. No Conflict of Interest. Contractor certifies that in entering into this Agreement, no relationship exists between Contractor (including any related entity or individual) and University (including any department, organization, or individual) that by its nature may be considered a conflict of interest by influencing or potentially influencing the execution of this Agreement or the independent performance of the Services. Contractor agrees to disclose to University any such conflict of interest should it become known or arise during the term of this Agreement. University may, in its sole and absolute discretion, terminate this Agreement immediately if such conflict of interest exists.

8. Execution and Enforceability. This Agreement shall not be considered a binding offer unless and until it has been executed by the proper authority for University, and shall not be considered a valid and enforceable contract without full execution by both parties.

9. Breach of Contract Claims Against University. University is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

10. No Assignment. This Agreement, and the rights and obligations set forth herein, may not be assigned by either party without the express written consent of the other party.

11. Amendment. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

12. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In addition, the invalid or unenforceable provision shall be modified so as to conform to the greatest extent possible to the original intent of such provision.

13. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

14. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

15. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. This Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas.

16. Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

17. Appropriations. The Texas Constitution prohibits obligations beyond the current appropriations term. University shall have the right to cancel all or part of this Agreement at any time without penalty if legislative, federal, or university funds are not appropriated for the Services.

18. Indemnity. Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's breach of any provision of this Agreement or arising out of any act or omission by Contractor in the provision of the Services.

19. Parties Bound. The terms and provisions of this Agreement shall inure to the benefit of the parties and the successors and assigns of the parties to this Agreement, and shall be binding upon the heirs, successors, assigns, and legal representatives of the parties to this Agreement to the same extent as if such heirs, successors, assigns, and legal representatives had joined in the execution hereof.

20. Additional Assurances. Except as may be expressly provided to the contrary by this Agreement, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties. Provided, however, that at the request of either party, the other party shall execute such additional instruments and take such additional acts as are reasonable and as may be deemed necessary or desirable to effectuate the terms of this Agreement.

21. Notices. Any notice given pursuant to this Agreement to a party to this Agreement shall be given in writing by personal delivery, overnight delivery, facsimile, or United States certified or registered mail return receipt requested, and shall be addressed to each party as shown above, or to such other address, or to the attention of such other person or officer, as either party may by written notice designate from time to time.

22. Independent Counsel. Each party acknowledges that they have had the opportunity to be represented by separate and independent counsel in the negotiation of this Agreement, that such respective attorney, if any, was of their own choosing, and that they have read this Agreement and understand the legal consequences.

23. Presumption Waiver. Each party waives the presumption that this Agreement is presumed to be in favor of the party which did not prepare it, in case of a dispute as to interpretation.

24. Section Headings. The headings preceding the text of the several sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of any section of this Agreement.

25. Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

26. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument, and facsimile or electronic signatures shall be equally binding as originals.

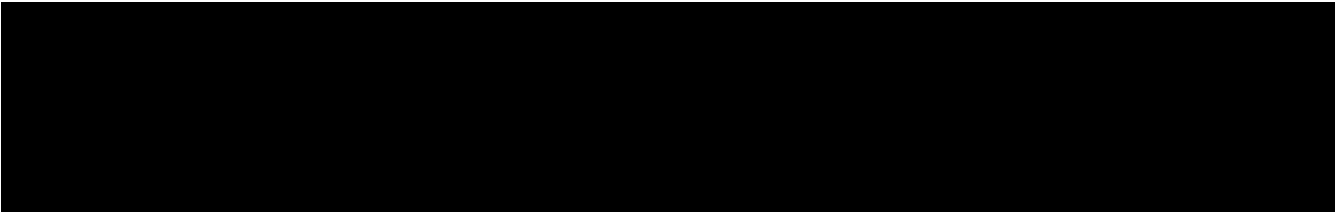
27. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. No oral statements or prior written statement not specifically incorporated herein shall be of any force and effect. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER**

The CG Group, LLC.

REQ # 149538



Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.