

Addendum attached hereto and incorporated herein for all purposes.

TCM Contract # 2022-276



June 29, 2021

[Redacted]
[Redacted]

University of North Texas
1155 Union Circle, #305358
Denton, TX 76203

Dear Dr. With:

Spelman Johnson is pleased to have this opportunity to assist University of North Texas (hereinafter the client) in your upcoming search for the position of Assistant Vice President for Career Services.

The client retains the services of Spelman Johnson at a confidential rate of one-third (33.33%) of the first year's base salary compensation of the successful candidate, plus direct allocated expenses related to this search such as selective advertising, travel, internet and social media checks, and background investigations. Spelman Johnson will be waiving our customary administrative expense charge of \$3,700.

The contract fee is invoiced in installments, with three equal installments invoiced based upon the estimated salary for the position, and a final fourth installment invoice adjusted to the actual, final salary. The first invoice is sent at the start of the search. The second fee installment will be billed after the candidate pool presentation. The third fee installment will be sent upon offer acceptance by the successful candidate. Any adjustment to the total fee, based upon a salary different than the one estimated for billing purposes, will be reflected in the final invoice. All invoices representing our fee are processed with terms of net due. Search related expenses such as selective advertising and travel will be billed on a monthly basis and are due upon receipt. Potential expenses to be incurred on behalf of the client are outlined in the attached letter of engagement.

For initial billing purposes the salary will be estimated at \$140,000, resulting in an estimated contract fee of \$46,662. There are no additional fees for incentive arrangements, signing bonuses, other types of supplemental compensation, or for non-cash compensation. An invoice for the initial fee (a total of \$15,554) will be rendered upon receipt of a signed contract back from the client. *Candidates will not be presented to the client for review until Spelman Johnson has received payment of this initial invoice.*

Working with Spelman Johnson in a retained capacity provides the following benefits and/or guarantees:

- *Search Conclusion Guarantee:* Spelman Johnson will work with the client until a successful hire is made or the search concludes in another fashion as negotiated by the client and Spelman Johnson (pursuant to the cancellation clause below).
- *Retention Guarantee:* should the successful candidate voluntarily withdraw or be terminated for cause within twelve (12) months of the date of his/her acceptance of employment, Spelman Johnson will redo the search for a replacement candidate waiving our fee and billing only for

expenses, as long as the client has no outstanding financial obligations to Spelman Johnson. The client must notify Spelman Johnson within sixty (60) days of the departure of the hired candidate should they wish to retain Spelman Johnson under the conditions of this clause.

- *Off-Limits Policy:* this search assignment is based upon an exclusive relationship with the client. Therefore, professional staff within the division of Student Affairs will not be actively recruited for one year following the date of this contract.
- *Privacy Process:* For each search we conduct, Spelman Johnson sets up password-protected on-line access to candidate documents for the search committee's use during the search process.
- Spelman Johnson operates in accordance with all applicable federal, state and local employment statutes including Massachusetts General Laws c.177: Pay Equity Act, c.214, s.1B: Right of Privacy, and 940 CMR 27: Safeguard of Personal Information. The information gathered from references and background checks is furnished in response to an inquiry for the purpose of evaluating the potential employment capabilities of a candidate. Reference and background information has been obtained from sources deemed reliable but the accuracy of which Spelman Johnson cannot guarantee. The information provided in reference and background check reports is based on a variety of data available for such purposes; however, this does not warrant that all sources of information are represented.

Spelman Johnson requires that a background check be performed on the final candidate. The client agrees that the background check is not optional, and that any variation to this process must be requested by the client in writing. Further, if an offer is to be made to a candidate prior to a background check being completed, the client must make the offer "contingent upon the results of the background check."

Cancellation of this contract, and any and all obligations, may be caused by either party, for any reason, upon thirty (30) days written notice to the other party. Upon cancellation of this contract the contract fee is prorated to the point of cancellation. In no event will Spelman Johnson's fee be less than the amount of the first invoice plus any expenses incurred on behalf of the client by Spelman Johnson, to the point of cancellation. The fees quoted in this contract are valid for sixty (60) days from the date of the contract.

If at any time the client, for a period greater than thirty (30) days, suspends this search process Spelman Johnson reserves the option to assess the client a fee to reopen the search. This fee will be equal to one-half or fifty (50) percent of the initial fee.

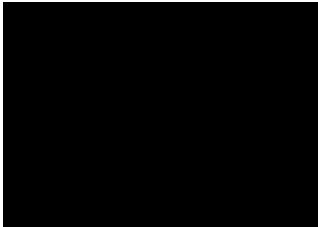
In retaining the services of Spelman Johnson, the client agrees that all candidates shall apply through the Spelman Johnson website. Regardless of how candidates enter the application process for this position, they are considered part of the pool that Spelman Johnson is building on behalf of the client. As your retained executive search firm, our application system will be the sole application process for the purposes of this search. No other application system will be used to collect past or present applications in relation to this search. At the conclusion of the search, Spelman Johnson will provide complete, customized reporting to meet any Human Resources/EEO/AA requirements. If any of the unsuccessful candidates introduced to the client or its representatives or affiliated entities, by Spelman Johnson are employed by the client or any of its affiliates within one (1) year of the acceptance of this contract, a separate fee of \$6,000 will be payable to Spelman Johnson upon that person's employment.

The client agrees that the success of the search process depends on the search being conducted in an impartial, ethical, and professional manner. The client also agrees that all candidate materials must be treated with utmost confidentiality. All parties privileged to access this information are obligated to

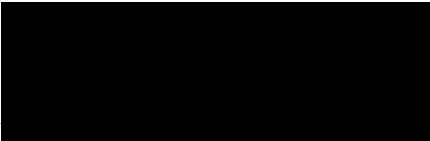
protect the privacy of candidates and preserve the integrity of the search process. The processes by which Spelman Johnson produces our work product, as well as all deliverables provided to the client, are confidential and proprietary, intended for the use of the client for the purpose of this search only. This includes all written reports, website content, as well as video or audio recordings as applicable. Upon the signing of this contract, the client agrees to provide Spelman Johnson with a web-ready client logo and photographs and photographs, to be utilized for promoting both the client and the position on social media.

This search contract will be enforced and binding with the signature of the client's designated representative. Please sign and return a copy to Spelman Johnson.

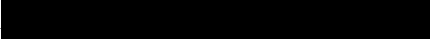
Sincerely,



I accept this contract and agree to its terms.

Signature:  _____

Date: 7/9/2021 _____

Name of Signatory:  _____

Title:  _____

Address: _____

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor 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. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

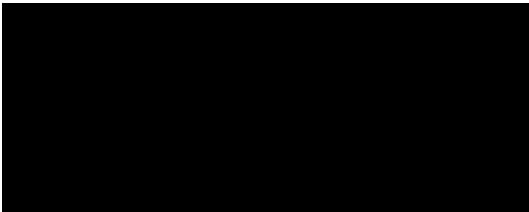
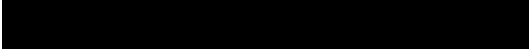
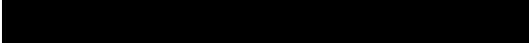
Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: The Spelman & Johnson Group

UNIVERSITY OF NORTH TEXAS

By: 
Name: 
Title: 
Date: 7/9/2021

By: 
Title: 
Date: 7/9/2021

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.