

SERVICE AGREEMENT

Effective Date: 09/01/2019

University: University of North Texas System

University Address: 1112 Dallas Drive
Denton, TX 76203
[REDACTED] Director of Talent Acquisition, UNT System Human Resources

Contractor: Odgers Berndtson, LLC

Contractor Address: 140 East 45th Street, 44th Floor
New York, NY 10017
Attn: Monica Burton, Partner

Services: The Services to be provided under this Agreement are set forth in Exhibit “A” Scope of Services, attached hereto and incorporated herein for all purposes.

Completion Date: 08/31/2024

Compensation: Compensation for Services shall be provided in accordance with Exhibit B, attached hereto and incorporated herein for all purposes.

RECITALS

This Service Agreement is made and entered into by University and 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

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.

Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.

Termination. University may terminate this Agreement at any time upon Sixty (60) days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

No obligations. University may engage Contractor for services set forth in Exhibit A on an as needed basis through August 31, 2024. All engagements are at University's sole discretion, and University is not committing to any minimum value or payment under this Agreement.

Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment 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. Invoices and any required supporting documents must be presented to:

University of North Texas System
Business Service Center - Payment Services
1112 Dallas Drive, Suite 4000
Denton, TX 76205

No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

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.

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.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to University in an electronic format.

Required Posting of Contracts on Website. Contractor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government 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.

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.

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.

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 any act or omission by Contractor in the provision of the Services.

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.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

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. 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.

SIGNATURE PAGE TO FOLLOW

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 SYSTEM

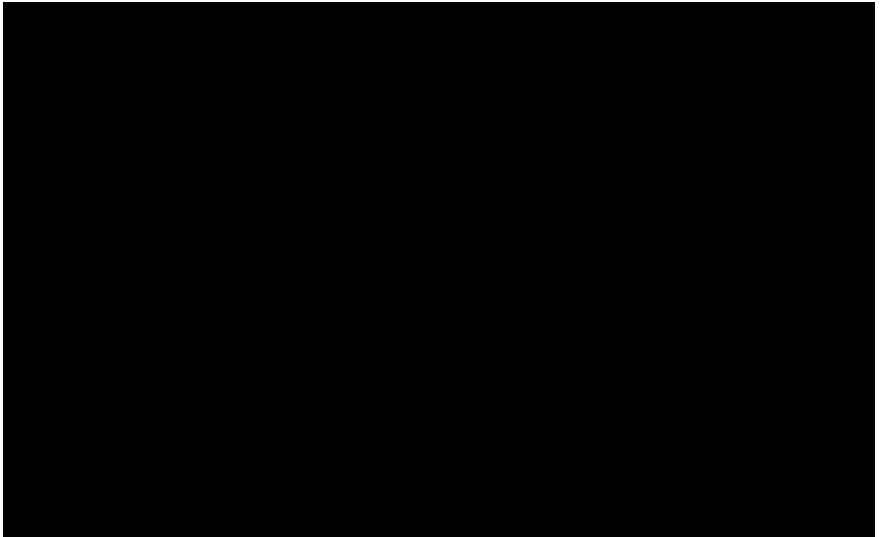


EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall provide the following Services to University:

1. Assist search committees with developing position descriptions that will attract strong and productive candidate pools.
2. Advertise positions in an appropriate manner; Advertise positions to the highest quality pool of candidates.
3. Act as communication liaison for persons nominating candidates or applying for positions.
4. Identify potential candidates in a confidential manner.
5. Gather letters of nomination and/or recommendation, including but not limited to letters of nomination from University or University System faculty and staff; Provide information on finalists' positions.
6. Conduct routine and necessary background investigations of candidates; Ensure validity of candidates' stated credentials; Determine candidates' level of interest and seriousness in applying for and pursuing positions; Anticipate potential obstacles (such as with salary, spousal placement, etc) to candidates' applying for and actual fulfillment of positions.
7. Schedule interviews and make travel arrangements for candidates.
8. Provide candidate names and other relevant information to search committees; Provide and maintain a high degree of confidentiality in the provision of these Services; Refer media or other requests for information to the appropriate search committee chair.
9. Obtain confidential references on short-list candidates.
10. Maintain regular contact with short-list candidates in an effort to capture and keep their interest in applying for University positions; Timely update search committees as to other positions or opportunities that may also vie for the short-list candidates' interest.
11. Provide advice on making offers.
12. Contractor will use a third-party firm to conduct degree verifications and background checks for all finalist candidates.
13. If an appointed candidate leaves their appointed position(s) within twelve (12) months of the appointment(s), Contractor will, upon University's request, conduct a replacement search without charging a fee or compensation.
14. Contractor agrees not to solicit for employment, for a minimum of two (2) years after completion of these Services, any employee of University or University's component institutions.
15. Contractor will make all travel arrangements according to State of Texas Travel guidelines, including but not limited to those found at <https://fmx.cpa.texas.gov/fmx/travel/texttravel/gen/index.php>. University will reimburse Contractor for actual expenses based on State of Texas Travel Guidelines.

EXHIBIT "B"
PRICING SCHEDULE

Professional Fees:

Contractor's fees are predicated on the successful candidate's first year total cash compensation and are calculated at 28% of that compensation, with a minimum fee of \$70,000.

Engagement Support Fees:

In addition to the professional fee, Contractor will apply 7% of the fee charged for engagement support fee to cover non-itemized engagement support including administrative/research support, communication, computer, and other indirect expenses. Contractor will charge monthly for all direct out-of pocket expenses including travel, candidate expenses, meals, video conferences, and other such disbursements which are passed on without mark up. 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.