

WITT / KIEFFER

Leaders Connecting Leaders

2015 Spring Road, Suite 510
Oak Brook, IL 60523

Phone: 630-990-1370
Fax: 630-990-1382

VIA EMAIL to Paige Green: searches@tamu.edu

February 21, 2019

Ms. Paige Green
Academic Affairs Business Services
Texas A&M University
4255 TAMU
College Station, TX 77843-4255

Dear Ms. Green:

Thank you for providing Witt/Kieffer with the opportunity to partner with Texas A&M University on the recruitment of the next dean of its School of Public Health. We appreciate the trust and confidence you have placed in our firm, and we are excited to begin this important search engagement. This letter of agreement addresses the fee structure for this assignment and other important details.

Professional Fee

Witt/Kieffer is pleased to have an established preferred vendor agreement with Texas A&M University (contract #C5535791), and the fees and terms provided below are aligned with that agreement. Witt/Kieffer's professional fee is one-third of the placement's first-year total cash compensation, including base salary and any projected bonuses for which the individual is eligible, plus expenses. Based on a projected total cash compensation of \$330,000, our estimated fee for this assignment will be \$110,000. We will adjust our fee up or down, depending on actual total compensation, at the conclusion of the search.

Expenses

In addition to the professional fee, Witt/Kieffer bills a one-time charge of 10 percent of the estimated professional search fee, at a minimum of \$6,000 and up to a maximum of \$10,000, for overhead (indirect) expenses, including administrative support, education and credential verifications, media checks, database access, communications and research services that are not easily identifiable by project. This total is fixed at the outset of the search and appears on the initial invoice.

Out-of-pocket (direct) expenses, e.g., for candidate or consultant travel and accommodations, video conferences and other consultant-candidate interview costs, advertising, overnight delivery, education verification, publication costs and any other external expenses directly related to your search, will be billed to TAMU on a monthly basis.

WITT / KIEFFER

Leaders Connecting Leaders

Paige Green/2
February 21, 2019

Billing Arrangements

Based on an estimated professional fee of \$110,000, an initial invoice for \$36,666 plus a one-time charge of \$10,000 for overhead expenses will be submitted at the start of the search. Two additional invoices for professional fee installments of \$36,667 each plus out-of-pocket expenses will be submitted at 30 and 60 days, and invoices for additional expenses will be submitted monthly thereafter. Once compensation has been determined at the close of the search, the total fee will be adjusted as necessary and an invoice for the balance of the fee, if any, will be submitted. Invoices are due within 30 days. A late penalty of 1.5 percent per month will be charged for past-due invoices. All bills must be paid within 90 days of the final invoice to activate the placement guarantee described below. or maximum amount permitted by law.

FCB

Cancellation and Other Related Policies

If TAMU hires an additional candidate as a result of this search assignment, there is a professional fee add-on of 20 percent of that candidate's first-year total compensation, including base salary and any projected bonus. If the search is delayed by more than 30 days or the specifications for this search assignment are substantively changed, an additional fee for either event may result. If, for any reason, TAMU cancels the search prior to its successful completion, TAMU will be responsible only for the professional fees billed to date, plus actual expenses.

A search that is suspended or placed on hold may be re-started within six months of this agreement if the search is for the same position stipulated in this agreement. A search placed on hold for more than six months will be considered cancelled; any search that is re-started may be subject to additional search fees.

Quality Guarantee

Recognizing the importance you place in Witt/Kieffer's conducting the search for the Dean of the School of Public Health, we are pleased to extend to you our quality guarantee. If the executive Witt/Kieffer places at your Institution ceases to be employed by Texas A&M University in any capacity within one year of commencement of her or his employment, Witt/Kieffer will search for a replacement to fill the original position at no additional professional fee.

Witt/Kieffer shall receive notice of the need for a replacement search promptly from TAMU and no later than 30 days after departure of the placement. Activation of the guarantee is based upon TAMU's notification to Witt/Kieffer of the departure. Based upon discussions between TAMU and Witt/Kieffer, a mutually agreed upon start date for the replacement search should occur within a reasonable period but no later than 90 days from the departure date of the placement.

The guarantee applies to the search for the Dean of the School of Public Health only and there should be no material change in the leadership profile for the replacement search. Our guarantee excludes those situations where the placement departs due to organizational realignment, department restructuring, material changes in the position, death or disability. Additional out-of-

Paige Green/3
February 21, 2019

pocket expenses associated with the replacement search will be charged in the same manner as the original search.

Data Privacy

In the course of this search engagement Witt/Kieffer may provide you with personally identifiable information ("Personal Information") related to actual or potential candidates, participants in assessments provided as part of the engagement, and/or persons who provide any view or opinion regarding the qualities or abilities of any candidate or participant, for any purpose. Witt/Kieffer takes data privacy seriously and is committed to protecting the confidentiality of Personal Information consistent with applicable data privacy laws. The Personal Information Witt/Kieffer provides to you is provided only for use by you in this search engagement and may not be shared by you with any other person or entity. This letter serves as your agreement to use the Personal Information only for this search engagement, to protect the confidentiality and security of Personal Information consistent with the requirements of this agreement and applicable law relating to data protection, and to destroy all such Personal Information immediately following closure of this search engagement, or sooner if requested by Witt/Kieffer in writing.

Other Terms

Witt/Kieffer verifies candidate employment, academic degrees, professional licenses and certifications, and checks public sources such as LexisNexis for relevant information. We strongly encourage TAMU's hiring agent to conduct credit and criminal background checks on the finalist candidate(s). We can refer you to reliable consumer reporting agencies if desired.

Witt/Kieffer and/or WK Advisors (a mid-level executive search division of Witt/Kieffer) will not recruit any active Texas A&M University employee who will be directly involved in and with whom the Witt/Kieffer team will work on the search for the Dean of the School of Public Health during the search and for a period of one year from the completion of the engagement.

Execution of this agreement grants Witt/Kieffer permission to use the Texas A&M University name and logo in materials directly related to this search, including in the leadership profile, advertisements in print and online, candidate materials and on Witt/Kieffer's website and social media channels, and in lists of current and prior Witt/Kieffer searches.

Materials prepared by Witt/Kieffer are for the sole and exclusive use of our clients and are to be kept strictly confidential. Under no circumstances will Witt/Kieffer be held liable for breaches in confidentiality by members of a search committee or institutional administration once this information has been submitted.

This letter shall serve as Texas A&M University's agreement to Witt/Kieffer's terms to conduct the search for the Dean of the School of Public Health. Please print and sign this letter indicating your agreement, retain one copy for your files and return one by email to ptang@wittkieffer.com. If you have any questions, please do not hesitate to call me.

Paige Green/4
February 21, 2019

On behalf of the entire Witt/Kieffer team, thank you again for the opportunity to partner with Texas A&M. We very much look forward to collaborating with you, Provost Fierke, Dean Thomas and the search committee to find an outstanding leader for the School of Public Health.

Sincerely yours.

Philip Tang
Education Practice Consultant
Witt/Kieffer

ACKNOWLEDGED:

Robert C. Bounds
Director, Procurement Services
Texas A&M University

7 MAR 2019
Date