



TEXAS A&M
UNIVERSITY
CENTRAL TEXAS.

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Sep 16, 2025	AB1067719	0
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
pan - Arredondo-Nino, Paola	ARREDONDOPAOLA@TAMU.EDU	979.845-5841
Customer Contact:		
Name:	Barbara Peek	
Email:	BARBARA.PEEK@TAMUCT.EDU	
Phone:	+1 254-501-5893	

Sales Tax Exemption

Texas A&M University Central Texas is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M University-Central Texas.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Order acceptance instructions:

For Order Acceptance Instructions and other Terms and Conditions applicable to this PO, see the "Notes to Supplier" section below.

Supplier Information		Delivery Information	
Supplier Name	THE REGISTRY ZRG PARTNERS LLC DBA	Delivery Address	
Address	69 MILK ST SUITE 304 WESTBOROUGH, Massachusetts 01581 United States	TAMUS Member:	24-Texas A&M University - Central Texas (24)
Phone	+ 1 978-532-4090	Attn:	Graduate Studies
FOB / FREIGHT	Destination		Founders Hall
Pre-Pay & Add	No		1001 Leadership Place
Payment Terms	0, Net 30		Killeen, TX 76549
Contract Number - Header	M25-02-19414		United States
Contract Number - Line	<i>no value</i>	Delivery Information	Required Delivery Date
Quote number		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

- ZRG_DBA Registry_...
- M25-02-19414 Mast...

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	103	Order Acceptance Instructions - TAMU-CT	Vendor guarantees that the products delivered, or the services performed, as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services in writing prior to shipping or performance. This Purchase Order is governed by the laws of the State of Texas and Texas A&M's Terms & Conditions (the version that is effective as of the Purchase Order Date or the Revision Date specified above, whichever is later), which are incorporated into and made a material part of any Purchase Order issued by Texas A&M.
	104	Terms & Conditions - TAMU-CT	Terms & Conditions - Texas A&M University Central Texas -This purchase order is issued on behalf of Texas A&M University Central Texas and is governed by the Terms & Conditions found online: http://purchasing.tamu.edu/_media/tamu-bid-terms1.pdf

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 3	Payment to Interim Dean Dr. James Lumpkin to perform the duties of Dean of the College of Business Administration of University on an interim basis.	n/a	EA	16,666.67 USD	12 EA	200,000.04 USD
2 of 3	Registry fee	n/a	EA	5,500.00 USD	12 EA	66,000.00 USD
3 of 3	Housing stipend for Dr. James Lumpkin	n/a	EA	2,700.00 USD	12 EA	32,400.00 USD
Total					298,400.04 USD	

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamu.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&M University Central Texas-Accounts Payable ***Do Not Mail Invoices*** Email invoices to acctspayable@tamuct.edu 1001 Leadership Place Killeen, TX 76549 United States</p>

Texas A&M University Contract #
M25-02-19414



MASTER ORDER
Texas A&M University (“Texas A&M”)

Vendor:
ZRG Partners LLC 69 Milk Street Westborough MA 01581 Telephone: 205.427.4996 Contact: Barry Vines Contact E-mail: bvines@zrgpartners.com

Texas A&M Billing Information:
Texas A&M University Financial Management Operations Email: invoices@tamu.edu
<i>The following information should be included on <u>ALL</u> invoices:</i>
Texas A&M Contract Number: M25-02-19414 Department Contact: (Individual who placed the order) Department Code: 02-PURS

This Master Order shall be effective as of April 11, 2025 and pertains to all goods and/or services covered by Texas A&M Contract #M25-02-19414.

- Vendor shall provide goods and/or services as designated on the detailed specifications page that follows, the terms and conditions as stated in solicitation #TAMU-RFP-25-4764, and any addenda thereto. Together these documents collectively evidence and constitute Texas A&M Contract #M25-02-19414.
- Delivery Information:

Texas A&M University Various College Station TX Telephone: Various Email: Various

- Payment.** Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later.
- Term.** The term of this Master Order shall be from April 11, 2025 through March 26, 2030.
- Insurance.** Vendor shall provide the Texas A&M Purchasing Agent listed below certificates of insurance as required in the solicitation prior to performing work for Texas A&M
- Changes.** Any changes to this Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below. Texas A&M reserves the right to add or remove items on this Master Order at any time. Texas A&M shall seek a quote from Vendor to obtain pricing, then issue a change order with added or deleted items.
- Tax Exempt.** As an agency of the State of Texas, Texas A&M is exempt from all Federal Excise Taxes. Texas A&M is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of Texas A&M. Texas A&M will provide a tax exemption statement upon request.
- The laws of the State of Texas shall govern this Master Order.

Patty Winkler, C.P.M.
Director, Procurement Services
Purchasing Agent for Texas A&M University
Telephone: +1 979-845-4556
Email: p-winkler@tamu.edu

Master Order M25-02-19414
Executive Search Firm Services

Detailed Specifications

This Master Order shall **NOT** be considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis and shall refer to this Master Order.

Summary:

Pool of Vendors to provide Executive Search Services for various departments on the Texas A&M University campus located in College Station, TX for the period of April 11, 2025 through March 26, 2030, as per the terms and conditions referenced in Request for Proposal # TAMU-RFP-25-4764. The resulting pricing, terms and conditions shall be extended to the Texas A&M University System Members (A&M System) and any other entities interested in utilizing the agreement.

Vendor Agreement:

All formal agreements must be reviewed by Texas A&M University, Contract Administration prior to execution. Changes to the formal contract language may be necessary to ensure the agreement complies with Texas law

HUB Subcontracting Plan:

In accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298, it is the policy of the State of Texas and Texas A&M University (Texas A&M) to encourage the use of Historically Underutilized Business (HUB) vendors in our prime contracts, subcontracts, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in Texas A&M contracting and purchasing.

Once a vendor is placed in the approved pool, any single engagement valued at \$100,000 or more will require the completion and approval of a HUB Subcontracting Plan (HSP) before the formal execution of the engagement letter. Procurement Services will collaborate with the selected vendor to ensure the proper completion of the required form. Additionally, the State of Texas HSP forms are available at the following link: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

Categories:

- President
- Chief Executive Office
- Executive Director & Chief Executive Office
- Vice President
- Provost
- Dean
- Vice Dean
- Associate Provost
- Academic Dean
- Associate Dean

Invoicing:

Invoices for services performed under this Agreement shall be submitted to the following:

Texas A&M University
Financial Management Operations
Email: invoices@tamu.edu

The following information should be included on all invoices:

Texas A&M Contract Number: M25-02-19414
Texas A&M Purchase Order Number (*if applicable*)
Department Code: 02-PURS

Texas A&M will incur no penalty for late payment if payment is made within thirty (30) or fewer days from receipt of goods or services and an uncontested invoice.

Termination:

For Convenience:

The agreement may be terminated, without penalty, by Texas A&M without cause by giving thirty (30) days written notice of such termination to the vendor.

In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on

borrowing. Texas A&M’s sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

Texas A&M reserves the right to immediate cancellation, without penalty, due to non-performance

Insurance Requirement:

Upon execution of engagement, Texas A&M University may require the following insurance coverage. All terms and conditions shall be negotiated at the time of engagement. The following insurance requirements are for reference purposes only, exact coverage may be modified and agreed upon by both parties.

Item	Description	Qty.	Unit	Unit Price
1.	<p>Professional Fees</p> <ul style="list-style-type: none"> • ENGAGEMENTS: ZRG will use the “search authorization” form to direct each engagement. **Prior to execution, the form must be reviewed and executed by TAMU Contract Administration. • ZRG TO PROVIDE: For each engagement, ZRG will develop a candidate facing position overview as well as an interactive “Skill and Attribute Matrix” to be used in evaluating and scoring potential candidates. Additionally, ZRG will make available ZRG’s Z Score assessment tools for further evaluation of candidates. ZRG will provide a dedicated search team that will focus on the engagement and provide updates and communications to ensure the search work is completed in a timely and efficient manner. ZRG will help facilitate any required background checks, drug testing or assessments your firm requests as part of the hiring process for any engagement. • PROFESSIONAL SERVICE FEES: Standard fee amount will be 31% of the position’s first year target compensation, defined as candidate’s base salary, targeted annual bonus and any sign on bonus. For certain projects, the parties may elect to set the professional service fee as a flat, fixed fee basis. • Discount to Term: Notwithstanding any other provision of this Agreement, University is entitled to a discount of 2% (Prompt Payment Discount) off of each payment that University submits within 5 days after University’s receipt of Contractor’s invoice for that payment. (Discount to Terms will apply at 2% net invoice. 5 days on invoice) • The first one-third payment of each individual search will be due upon receipt. The second one-third fee will be invoiced 30 days from signed commencement and due upon receipt, which is typically after the presentation of ZRG’s slate of candidates for each search. The final balance would be due upon signed acceptance by a candidate or 60 days, whichever comes sooner, with a final reconciliation billing to final candidate compensation against the payments made, to compute the final billing. Variances to standard fees and terms will be noted as such on the individual search authorization. • Should Texas A & M University decide not to fill a specific position after engaging ZRG, ZRG will retain any earned payments as the fee for services rendered. Texas A & M University agrees to notify ZRG of cancellation in writing with a minimum of five days’ notice. If this occurs after the presentation of the slate of candidates and interviewing has commenced, the balance due on the full fee would be earned. Should Texas A & M University decide to materially change the initial search specifications of a search after 30 days of the search kickoff, an additional one third payment would be due upon completion. Additionally, if a search is placed on hold by Texas A & M University for more than 60 continuous days, the search will be considered cancelled. Payment for each invoice will be made on a Net 30-day basis from due date. For invoice amounts that are not paid within 30 days of the due date, the Texas Prompt Pay ruling shall be enforced. • If Texas A & M University decides to hire a ZRG candidate formally referred during this search process and within twelve months of our last contact with you regarding such candidate(s), a full fee will be due in accordance with this Search Agreement. If this occurs as a supplemental hire from a retained slate, ZRG would provide a 10% discount on the billed fee for any supplemental hires. 			

Item	Description	Qty.	Unit	Unit Price
	<ul style="list-style-type: none"> • REIMBURSABLE DIRECT EXPENSES: ZRG will be reimbursed for direct search-related expenses, including actual travel and interviewing expenses incurred on a project. ZRG travel for flights greater than five hours will be billed at business class, direct flight fare. Additionally, ZRG will help facilitate candidate travel for Texas A & M University, with Texas A & M University handling expenses directly with the candidates. ZRG will also invoice administrative/technical fees which cover direct search-related expenses, including but not limited to: general administrative services, technology services and access to the Zi Platform, Assessment capabilities and access to the PXT assessment suite, knowledge management and data. To simplify this, ZRG charges this technical expense at three percent of the professional service fee per month for the period the search is open. • TAYLOR ASSESSMENT: If the current fee structure of a search engagement is \$100,000 or more plus administrative/ technical fees are charged, Texas A & M University is eligible for the Taylor Assessment. This comprehensive package comprises a Culture Profile, a Candidate Taylor Assessment for up to 3 candidates, and a Slate debrief. If the current fee structure of a search engagement is \$99,999 or less, it does not meet the criteria for the Taylor Assessment. However, if Texas A & M University desires to incorporate this tool later in the search process, Texas A & M University agrees to compensate ZRG with a flat fee of \$3,000, encompassing a Culture Profile, a Candidate Taylor Assessment for up to 3 candidates, and a Slate debrief. • EXCLUSIVITY: Texas A & M University agrees that any search assignment conducted by ZRG will be on an exclusive basis for the duration of the search and all direct inquiries or recommendations will be shared with ZRG in an overall effort to produce the best candidate for the position, including review of internal candidates and referrals. • CANDIDATE WARRANTY: In the event that the candidate placed in a position is terminated for any reason other than reorganization, elimination of position, takeover or material change in job responsibility, ZRG will make every reasonable effort, on a one-time basis, to find a replacement candidate for the original position at no additional fee, provided the full fee and expenses have been paid as agreed, and there is no material change in the original position specification. Texas A & M University will be responsible for technical fees and search-related expenses associated with the replacement effort. These expenses are billed at ten percent of the original professional fee for the assignment and are payable in three equal installments beginning on the first of the month following approval of the “re-start”. If a replacement candidate is compensated at a higher level than the candidate initially selected, ZRG would be paid the standard professional fee for the increase in target compensation. The candidate warranty period will be twelve months for C-Suite executive searches and Board Searches with a professional fee exceeding \$75,000. For searches with a professional fee between \$50,000 and \$75,000, the warranty period will be six months. For any search done as a relationship accommodation to Texas A & M University that falls below \$50,000, the warranty would be 120 days. • CONFIDENTIALITY: Both parties may from time to time disclose to one another certain confidential information or trade secrets about their business. Recipient agrees to use its best efforts to prevent and protect the Confidential information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons or competitors. Both parties agree that they shall not disclose the information so conveyed, unless in conformity with this agreement. ZRG Partners is strongly committed to protecting the privacy of personal data in alignment with the EU’s General Data Protection Regulation (GDPR) which was enforced on 25 May 2018. Please find for review our GDPR privacy policy here. • Should TEXAS A&M decide not to fill a specific position after engaging ZRG, ZRG will retain any earned payments as the fee for services rendered. TEXAS A&M agrees to notify ZRG of cancellation in writing with a minimum of five 			

Item	Description	Qty.	Unit	Unit Price
	<p>days' notice. If this occurs after the presentation of the slate of candidates and interviewing has commenced, the balance due on the full fee would be earned. Should TEXAS A&M decide to materially change the initial search specifications of a search after 30 days of the search kickoff, an additional one third payment would be due upon completion.</p> <ul style="list-style-type: none"> • Additionally, if a search is placed on hold by TEXAS A&M for more than 60 continuous days, the search will be considered cancelled. • If TEXAS A&M decides to hire a ZRG candidate formally referred during this search process and within twelve months of our last contact with you regarding such candidate(s), a full fee will be due in accordance with this Search Agreement. If this occurs as a supplemental hire from a retained slate, ZRG would provide a 10% discount on the billed fee for any supplemental hires. 			

Attachment A - Insurance Requirements

A. Vendor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to **Texas A&M University (Texas A&M)**. By requiring such minimum insurance, **Texas A&M** shall not be deemed or construed to have assessed the risk that may be applicable to Vendor under this Agreement. Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Vendor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to **Texas A&M** at least ten days before the effective date of the cancellation.

1. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$300,000
Medical Payments	\$5,000
Personal / Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000

The required commercial general liability policy must be issued on a form that insures Vendor's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

2. Automobile Liability \$1,000,000 or \$5,000,000

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 (or \$5,000,000 for bus charter companies) single limit of liability per accident for bodily injury and property damage.

3. Worker's Compensation

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for **Texas A&M**. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

- B. Commercial General Liability and Auto Liability policies must be endorsed to name **The Texas A&M University System Board of Regents (“Board of Regents”), The Texas A&M University System (“A&M System”)** and **Texas A&M** as additional insureds up to the actual liability limits of the policies maintained by Vendor. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. If an Umbrella policy is required herein, then the Umbrella, at minimum, must follow form.
- C. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the **Board of Regents, A&M System** and **Texas A&M**
- D. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to **Texas A&M University** ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- E. Vendor shall deliver to **Texas A&M** evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by Vendor under this Agreement. Vendor shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- F. Any deductible or self-insured retention must be declared to and approved by **Texas A&M** prior to the performance of any services by Vendor under this Agreement. Vendor shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. “Certificate Holder” portion of the Certificate of Insurance shall read as follows:
- The Board of Regents for and on behalf of The Texas A&M
University System, The Texas A&M University System, and
Texas A&M
ATTN: Procurement Services
PO Box 30013
1477 TAMU
College Station TX 77842-3013
- H. Certificates of insurance and additional insured endorsements as required by this Agreement must be emailed to the following **Texas A&M** contact:
- E-mail Address: **p-winkler@tamu.edu**
- I. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by **Texas A&M** in writing.