ACADEMIC FACULTY/CLINICAL SEARCH AGREEMENT

MERRITT HAWKINS accepts the assignment to recruit physician(s)/allied healthcare professional(s) with specialty training listed below. TEXAS A&M HEALTH SCIENCE CENTER, Round Rock, Texas (CLIENT) agrees to engage MERRITT HAWKINS (MH) under the following guidelines:

MERRITT HAWKINS AGREES TO:

1. Conduct an on-site consultation and evaluation to determine strategies and guidelines for maximizing opportunity for successful recruitment (Evaluation of Academic/Clinical Opportunity)
2. Design suitable agreement/contract between candidate and Client when needed.
3. Screen potential candidates telephonically to determine level of interest and compatibility with opportunity.
4. Request and provide initial reference information on candidates.
5. Arrange a complete travel and accommodation itinerary for candidate and spouse for Client interview.
6. Consultant will personally interview candidate and spouse prior to their visiting opportunity.
7. After the personal interview, consultant will inform Client of the current level of candidate interest.
8. Act as a liaison on behalf of Client in negotiating a mutual work agreement.
9. Assist Client in relocation and licensing of selected candidate(s).

CLIENT AGREES TO:

1. Pay MH fees for candidate sourcing and recruitment services rendered as outlined below in Total Professional Fee Schedule on a per search basis.
2. Reimburse MH for all pre-approved expenses incurred on Client’s behalf. These will include travel expense for the recruiting professional, and sourcing campaign. Client also agrees to reimburse candidate and spouse interview expenses. Client may also add additional funds to contract in order to use for candidate incentive, at their discretion.

The full Completion Fee shall be due regardless of whether the candidate accepts a temporary or permanent assignment. Positions listed below may not be switched after the recruiting professional initiates the sourcing campaign.

Total Professional Fee Schedule (per search)

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Search initiation</td>
<td>$5,000</td>
</tr>
<tr>
<td>Professional service fee *</td>
<td>$10,000</td>
</tr>
<tr>
<td>Search completion fee upon placement</td>
<td>$20,000</td>
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</tbody>
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*One time bill as services are rendered

SEARCHES CONTRACTED:

One (1) Clinical Faculty Physician, Asst/Assoc.
1. 
2. 
3. 
4. 
5. 
GENERAL TERMS:

1. The term of this agreement shall be for one (1) year from the date this agreement is fully executed and will be automatically extended on a month-to-month basis unless otherwise terminated in accordance with the terms of this agreement. This agreement constitutes the entire understanding of the parties and may only be amended in writing by all parties hereto.

2. Client may place a search on hold by providing thirty (30) days' written notice during the term of this agreement. Any active search, which becomes inactive or is placed on hold by Client for more than sixty (60) days, will be deemed cancelled. Client may activate an on-hold search by providing written notice to MHI prior to expiration of the aforementioned time frame. Client also has the option to terminate this agreement by providing thirty (30) days' written notice and paying all outstanding invoices.

In order to be prepared to respond to candidates on a timely basis, MHI reserves the right to place a search on hold if Client has not provided an agreement/contract, including the specific obligations, financial terms and benefits, prior to the commencement of any contracted search. If requested, MHI will consult with Client to develop an agreement/contract for Client use. MHI also reserves the right to place a search on hold if developments occur, which would inhibit the Client's ability to respond on a timely basis with regard to prospective candidates.

3. MHI agrees to a one-time replacement of any candidate who does not report to work or leave the community within the ninety (90) days. To activate this replacement clause, Client must notify MHI in writing within thirty (30) days of the original start date of the specified candidate's departure. Client must allow MHI to proceed with recruiting the replacement candidate within thirty (30) days of aforementioned notice. If Client elects not to renew, the replacement candidate for the original contracted opportunity, this replacement clause shall not apply. This replacement clause is valid providing original agreement/contract between Client and candidate has not been changed and all invoices have been paid according to the terms of this agreement.

4. If within one year of the termination of this agreement, Client employs, contracts with or otherwise associates with any candidate on either a temporary or permanent basis whose position was covered by this agreement and candidate was referred by MHI during the term of this agreement, then Client agrees to pay MHI a Placement Fee equal to $35,000 less professional fees paid to date for the contracted position.

5. If during the term of this agreement MHI directly furnishes the name of any candidate whose specialty or position is not covered by this agreement (including physician or allied healthcare professionals such as a partner, associate or spouse) and such candidate is employed, contracted or otherwise associates with Client on either a temporary or permanent basis during the term of or within one year of the termination of this agreement, then Client agrees to pay MHI a Placement Fee of $35,000 which shall be due upon verbal or written agreement between candidate and Client. This paragraph will supersede any prior or existing agreements between Client and MHI with regard to any non-contracted searches. Such Placement Fee shall be in addition to any other monies due under the terms of this agreement.

6. Candidate referrals, curriculum vitae and references are confidential. Client shall not provide confidential candidate information to any third party. If such breach in candidate confidentiality does occur, resulting in the placement, contracting or association of the candidate with a third party either on a temporary or permanent basis, Client shall pay MHI a Placement Fee of $35,000. Such Placement Fee shall be in addition to any other monies due under the terms of this agreement.

7. This is a non-exclusive agreement and Client may use other resources to complete any contracted search. MHI also reserves the right to conduct other searches within the same service area. To avoid duplicating efforts with candidates, MHI shall provide candidate information to Client in writing. Within two (2) business days of receipt of candidate information, Client will notify MHI if it has previously received the candidate information directly or through a third party. Unless notified within this two (2) day time frame, it is agreed that MHI will have the exclusive rights to the candidate and will proceed with the candidate in accordance with the terms of this agreement.

8. Initial reference information provided by MHI to Client is received from third parties. For this reason MHI cannot guarantee the content or accuracy of this information. Therefore, Client may rely upon its own referencing, when making final candidate selections. MHI does not discriminate against any individual candidate on the basis of age, race, gender, religion, national origin, disability, veteran status or other status protected by law. Therefore, MHI will forward all adequately trained candidates to Client for consideration. After execution of this agreement, Client and candidate, Client shall not hold MHI responsible for the acts or omissions of the candidate during or after the term of said agreement/contract. This paragraph shall survive the termination of this agreement.

9. MHI accepts this agreement in lieu of pursuing other potential opportunities in the region. All fees and expenses are payable within ten (10) days of invoice date. If concurrent or subsequent to an Agreement between Client and candidate, Client elects not to pursue the contracted opportunity/candidate for any reason or if Client materially changes the recruited opportunity resulting in the termination of this Agreement by either party, the Completion and/or Placement Fees shall be deemed earned. Failure to timely pay any amounts owed under any search agreement between Client and MHI will invalidate the placement clauses under Article 10 above. All unpaid amounts will be subject to a service charge of 1-1/2% added each month. In addition, MHI reserves the right to terminate this agreement for non-payment of monies owed. Client agrees to reimburse MHI for reasonable attorney's fees and collection costs in the event they become necessary to collect monies owed MHI. Client also agrees to reimburse MHI for reasonable attorney's fees if MHI is the prevailing party in any litigation arising as a result of this agreement. Both MHI and Client expressly agree that there are no third-party beneficiaries to this agreement. This agreement shall be governed by, and interpreted in accordance with the laws of the State of Texas. This agreement is non-transferable in Dallas County, Texas. Exclusive jurisdiction and venue of any dispute or legal action relating to this agreement shall lie within the courts of Dallas County, Texas.

The Texas A&M Health Science Center

MERRITT HAWKINS