

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **original Master Order Agreement M25-02-19415 (solicitation TAMU-RFP-25-4764) Executive Search Services, with a term of April 11, 2025, through March 26, 2030, issued by Texas A&M University (“TAMU”) (See, Exhibit A);** (“Agreement”) between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“PVAMU”), and WITT/KIEFFER INC, a **C corporation**, (“Provider”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Provider may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

MISCELLANEOUS CLAUSES

Compliance with Laws. Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

Data Privacy. Provider shall hold PVAMU’s data in confidence. Provider shall only use or disclose PVAMU’s data for the purpose of fulfilling Provider’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. Provider shall restrict disclosure of the PVAMU’s data solely to those employees, subcontractors or agents of Provider that have a need to access the PVAMU’s data in order for Provider to perform its obligations under this Agreement. Provider shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Provider in this Agreement.

Provider shall, within two (2) days of discovery, report to PVAMU any use or disclosure of PVAMU’s data not authorized by this Agreement or in writing by PVAMU. Provider’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the PVAMU data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what Provider has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Provider has taken or will take to prevent future similar unauthorized use or disclosure. Provider shall provide such other information, including a written report, as reasonably requested by PVAMU.

Provider must promptly notify PVAMU of any legal request for PVAMU’s data from a third party and take (and assist PVAMU in taking) appropriate steps not to disclose such PVAMU data.

Within thirty (30) days of the expiration or termination of this Agreement, Provider, as directed by PVAMU, shall return all PVAMU data to PVAMU in its possession (or in the possession of any of its subcontractors or agents) or delete all such PVAMU data if return is not feasible. Provider shall provide PVAMU with at least ten (10) days’ written notice of Provider’s intent to delete such PVAMU data, and shall confirm such deletion in writing.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties

relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Indemnification. Subject to the statutory duties of the Texas Attorney General, Provider shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the “A&M System Indemnitees”) from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a “Claim”) arising out of or related to (i) an allegation that any of the good or services provided by Provider under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Provider’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Provider or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee’s gross negligence or willful misconduct.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Provider’s service to PVAMU. Except as specifically required under the terms of this Agreement, Provider (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Provider is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Provider and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

Insurance. Provider shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

No Impediments. Provider represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Provider’s performance of the Services.

Non-Assignment. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

Non-Waiver of Defaults. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at

any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and Provider can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU:

Prairie View A&M University
Office of the President
PO Box 519; MS 1023 Prairie View,
TX 77446
Attention: Kevin Hoffman
Telephone: 936-261-2111
Email: president@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519
Telephone: +1 936-261-1902
Email: Contracts@pvamu.edu

Provider:

WITT/KIEFFER INC
2015 Spring Road, Suite 510
Oak Brook, IL 60523
Attention: Christine J. Pendleton
Telephone: 630-575-6939
Email: cpendleton@wittkieffer.com

Organization. If Provider is a business entity, Provider warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Provider has been duly authorized to act for and bind Provider. Upon PVAMU's request, Provider shall promptly deliver to Provider (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by Provider for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by Provider, then within thirty (30) days after cancellation and/or termination, Provider will reimburse PVAMU for all advance payments paid by PVAMU to Provider that were (i) not earned by Provider prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from Provider prior to cancellation and/or termination.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Termination. PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to Provider. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

U.S. Currency. All amounts payable hereunder shall be paid in United States dollars.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

Conflict of Interest. Provider certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in Provider or in the transaction that is the subject of this Agreement

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, Provider certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived

its right to seek redress in the courts.

Executive Order GA-48. Provider represents and warrants that Provider is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 (“15 C.F.R. § 791.4 List”); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Provider acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Provider will immediately reimburse PVAMU for all prepaid costs.

Export Control. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Provider certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

Franchise Tax Certification. If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

Venue. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU’s governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU’s or the state’s sovereign immunity.

Reference Section: General Conditions (9 a.) of Exhibit A Witt/Kieffer Inc. Terms and Conditions of Search

Loss of Funding. Performance by PVAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, PVAMU will issue written notice to Provider and PVAMU may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to Provider for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. Provider is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event PVAMU becomes aware that Provider has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prior Employment. Provider acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If Provider is an individual, by signing this Agreement, Provider represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations. Provider certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Provider acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

Prompt Payment. PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, *Texas Government Code* (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

Public Information. Provider acknowledges that PVAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon PVAMU’s written request, and at no cost to PVAMU, Provider will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. Provider acknowledges that PVAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Provider agrees that this Agreement can be terminated if Provider knowingly or intentionally fails to comply with a

requirement of that subchapter.

State Auditor's Office. Provider understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Provider will include this provision in all contracts with permitted subcontractors.

Tax Exempt. As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to Provider upon request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

Tomikia P LeGrande

Signature

Tomikia P LeGrande

Name

President

Title

3/6/2026 | 12:39 PM CST

Date

WITT/KIEFFER INC

Christine Pendleton

Signature

Christine Pendleton

Name

Senior Partner

Title

3/6/2026 | 7:31 AM PST

Date

JRM WK

APPENDIX A – INSURANCE

1. Provider 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 PVAMU. By requiring such minimum insurance, PVAMU shall not be deemed or construed to have assessed the risk that may be applicable to Provider under this Agreement. Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Provider 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 PVAMU at least ten days before the effective date of the cancellation.

A. 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 PVAMU. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

B. Automobile Liability

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

C. Commercial General Liability

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

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

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

2. Provider shall deliver to PVAMU 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 Provider under this Agreement. Provider 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.
3. Commercial General Liability and Auto Liability policies must be endorsed to name Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies as additional insureds up to the actual liability limits of the policies maintained by Provider. 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. The Umbrella policy, at minimum, must follow form.
4. All insurance policies must be endorsed to provide a waiver of subrogation in favor of Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and its member institutions, universities, and agencies.
5. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to PVAMU ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
6. Any deductible or self-insured retention must be declared to and approved by PVAMU prior to the performance of any services by Provider under this Agreement. Provider 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.
7. Certificates of insurance and additional insured endorsements as required by this Agreement must be emailed to the following: contracts@pvamu.edu
8. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by PVAMU in writing.



EXHIBIT A

Letter Agreement

VIA EMAIL: legrandet@pvamu.edu

February 4, 2026

Dr. Tomikia P. LeGrande, Ed.D.
President
Prairie View A&M University
PO Box 4019
Prairie View, TX 77446

Dear Dr. LeGrande:

Thank you for selecting Witt/Kieffer Inc. ("WittKieffer") to work in partnership with Prairie View A&M University (also "Client") for the recruitment of a new Vice President for Enrollment Management and Student Success. I, and the entire WittKieffer team, deeply value the confidence you've shown in us by entrusting to us this important assignment. We are pleased to begin the search process and look forward to working closely with you to its successful completion.

This Letter Agreement, including the associated exhibits and schedules, sets forth the fee and other important terms of this retained search assignment. All pricing referenced herein remains valid provided Client executes this Letter Agreement within 90 days of the date above and is valid through November 30, 2026.

- **WittKieffer Engagement Lead(s):** Christine J. Pendleton and Shelley Arakawa

- **Professional Fees:** In accordance with Master Order M25-02-19415 with the Texas A&M University System (TAMU-RFP-25-4764), WittKieffer's Professional Fee is typically one-third of the placement's total annual cash compensation, inclusive of base salary, target annual incentives and any guaranteed cash compensation due during or in respect of the candidate's first full year of employment with a minimum fee of \$60,000. In recognition of our continued partnership with Prairie View A&M University, we are pleased to offer a reduced professional fee of 31% of the placement's total annual cash compensation, inclusive of base salary, target annual incentives and any guaranteed cash compensation due during or in respect of the candidate's first full year of employment with a minimum fee of \$60,000. Upon candidate's acceptance of offer, we will adjust our fee depending on the compensation arrangement finalized in the accepted offer letter.
 - **Estimated Base Salary for this Position:** \$240,000

- **Estimated Target Incentive and Cash Compensation Opportunities for this Position:** \$0
- **Estimated Professional Fee for this Position:** \$74,400
- **Technology, Data & Research Services:** Per the Master Order M25-02-19415 with the Texas A&M University System (TAMU-RFP-25-4764), a one-time per project fee of 10% of the professional fee is billed for data and technology services, WittKieffer's proprietary database of more than 1.5 million leaders, specialized third party candidate database access, and other search enablement costs that are integral to but not easily segregable for this individual search assignment. In recognition of our continued partnership with Prairie View A&M University, we are pleased to offer a reduced project fee of \$5,000 for this search.
- **Out-of-Pocket Expenses:** Out-of-pocket expenses directly related to this search assignment will be billed to Client. Such expenses may include, but not be limited to: WittKieffer consultant and candidate travel and accommodations, and other consultant-candidate interview costs, education, employment and licensure verification, media checks, advertising, overnight delivery, and professional printing.

Finalist Candidate Assessment: Candidate assessment is a critical element of selecting the right leader to take your organization forward.

Insight Assessments with Candidate Feedback

WittKieffer's **Insight Assessment** deepens the understanding of finalist candidates by incorporating the Hogan suite of assessments to WittKieffer's search process. We translate Hogan's technical language into the WittKieffer Leadership LIFT™ framework based on Hogan-approved mapping and provide easy to understand insight into a candidate's strengths and risk areas, along with curated interview questions to ask during finalist rounds.

Assessment findings are reviewed with the Client selection manager(s) during a debrief session. The selected candidate receives a 45-minute individual assessment feedback session to accelerate their successful transition into the role, and all non-selected candidates are offered an assessment feedback session.

Most institutions assess 3 finalists. We will work with Client to determine the right number and only proceed with your approval.

Per Finalist Candidate Assessment: \$3,500

- Elect Insight Assessment:** Use the Insight Assessment to provide focused insight before making a selection decision.
- Decline Insight Assessment:** Do not use Insight assessment to increase confidence and mitigate risks associated with candidate selection.

Return to Decision: We will make this decision later in the search process.

Services Provided

- Recruitment of Vice President for Enrollment Management and Student Success – **Professional Fee:** \$74,400 (based on estimated salary of \$240,000; final fee will be adjusted based on final compensation arrangement)
- Technology, Data & Research Services: **\$5,000**
- Finalist Candidate Assessment (1): **\$3,500**
- Finalist Candidate Assessment (2): **\$3,500**
- Finalist Candidate Assessment (3): **\$3,500**

Total Contract Value: \$89,900

WittKieffer's standard terms and conditions will be provided as an addendum to TAMU-RFP-25-4764. Client's authorized signature at the bottom of this Letter Agreement confirms acceptance of the terms of this Letter Agreement including the terms and conditions addendum. This Letter Agreement, and any addendums, contain the entire agreement between the parties with respect to the subject matter of this Letter Agreement. Any terms and conditions not contained in this Letter Agreement or in the addendum, shall not be valid and binding unless expressly agreed to in writing by both parties.

To facilitate the invoicing and payment process please provide the AP information on the page below.

Thank you, again, for the opportunity to serve Prairie View A&M University. We are enthusiastic about this engagement and are fully committed to finding an outstanding leader for your organization.

Sincerely,



Christine J. Pendleton
Senior Partner
Witt/Kieffer Inc.

[Client Signature Block on Next Page]

ACKNOWLEDGED and ACCEPTED:

Tomikia P LeGrande 3/6/2026 | 12:39 PM CST
 Signature Date
 President
 Title
 Prairie View A&M University

Additional signature, if required:

James R. McKee 3/6/2026 | 12:22 PM CST
 Signature Date
 Sr. Vice President, Chief Financial Officer
 Title
 Prairie View A&M University

WJK

Invoices Accounts Payable Contact: (Invoices will be sent by email. All fields are required.)

Accounts Payable Email: payables@pvamu.edu

Name: __ Prairie View A&M University Attention: Accounts Payable

Title: _____

Mailing Address: __ P.O. Box 519; Mail Stop 1311
 Prairie View, TX 77446

Phone: _____

Email: _____ (if second email contact desired)

Does Client require a Purchase Order? Yes No

If yes, please send Purchase Order to ARAccounting@wittkiewfer.com within five business days of execution of this Letter Agreement.

Is Client Tax Exempt? Yes No

If Yes, Please forward Tax Exempt Certificate to ARAccounting@wittkiewfer.com at your earliest convenience.

Texas A&M University Contract #
M25-02-19415



Exhibit B

MASTER ORDER
Texas A&M University ("Texas A&M")

Vendor:
Witt Kieffer Inc 2015 Spring Rd Suite 510 Oak Brook IL 60523 Telephone: 630.990.1370 Contact: Kimberly Smith Contact E-mail: ksmith@wittkieffer.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: M25-02-19415 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 #M25-02-19415.

- 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 #M25-02-19415.
- 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 M25-02-19415
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
- Chancellor
- Provost
- Chief Financial Officer
- Vice President
- Dean
- Director
- Chairs
- 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: M25-02-19415
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"> • Professional Fee is one-third of the placement's total cash compensation, inclusive of base salary, target annual incentives, and any guaranteed cash compensation due during or in respect of the candidate's first full year of employment, with a minimum fee of \$60,000. Upon the candidate's acceptance of the offer, we will adjust our fee depending on the compensation arrangement finalized in the accepted offer letter. • Technology, Research, and Data Expenses: A one-time, per-project fee of 10% of the professional fee is billed for data and technology services, WittKieffer's proprietary database of more than 1.2 million leaders, specialized third-party candidate database access, and other search expenses that are integral to but not easily segregable for an individual search assignment. • Finalist Candidate Assessment (Optional): The additional fee for WittKieffer's Insight Assessment is \$3,500 per finalist candidate. This includes online administration of the Hogan Suite and a written report linked to WittKieffer's proprietary assessment framework. Assessment findings are reviewed with the TAMU selection candidate during a debrief session. The selected candidate receives a 45-minute individual assessment feedback session, and all non-selected candidates are offered an assessment feedback session. • Indirect Fees: Out-of-pocket expenses directly related to this search assignment will be billed to the client. Such expenses may include but are not limited to: WittKieffer consultant and candidate travel and accommodations; other consultant-candidate interview costs; education, employment, and licensure verification; media checks; advertising; overnight delivery; and professional printing. • GUARANTEES - As a retained search firm, WittKieffer’s work on any given search is not complete until an acceptable candidate accepts an offer, commences employment, and successfully transitions into the new position. Should WittKieffer deliver a slate of candidates that ultimately fails to result in a successful hire, the consultant team will reengage the market until the hiring authority is satisfied with the pool of candidates and goes on to identify and hire the candidate of choice. • In addition, if the executive we place with Texas A&M University ceases to be employed by the client in any capacity within one year of the executive's commencement of employment, then WittKieffer will search for a replacement to fill the original position without additional professional fees or technology, research, and data expenses charged to the client. WittKieffer's 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-pocket expenses associated with the replacement search will be charged in the same manner as the original search. 			

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.