



SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") by and between THE OHIO STATE UNIVERSITY through its Office of Human Resources, Talent & Workforce Acquisitions Department, whose principal address is 1590 North High Street, Suite 300, Columbus, Ohio 43201, ("University"), and Isaacson Miller, Inc., an independent provider of recruiting services, whose principal address is 263 Summer Street, 7th Floor, Boston, MA 02210 ("Search Firm").

WHEREAS the University seeks to hire the Search Firm to provide candidates for the University's position of University President ("Services").

NOW THEREFORE, for the mutual promises, covenants, and consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

- 1) SEARCH FIRM'S SCOPE OF SERVICES. The Search Firm shall provide Services to the University through its Office of Human Resources, Talent & Workforce Acquisitions Department as set forth on the Service Level Agreement ("SLA") attached hereto.
- 2) COMPENSATION. The University shall compensate the Search Firm for its Services performed in accordance with the terms and conditions of this Agreement as follows:
 - A) Professional Fee. Search Firm's Professional Fee is Three Hundred Forty-Three Thousand and Three Hundred and Thirty-Three Dollars (\$343,333.00). Upon hiring of a candidate for the University President by the University, final billing adjustments shall be made to reflect a Professional Fee of one-third of the University President actual total cash compensation (consisting of base salary, annual bonus, but excluding any sign-on bonus, relocation allowance or long-term incentives) paid in the first year of service by the University. The Professional Fee will be invoiced in four (4) installments and paid as follows:
 - One Hundred and Eleven Thousand and One Hundred and Eleven Dollars (\$111,111) paid within ten (10) business days of the Effective date and upon submission of Search Firm invoice.
 - One Hundred and Eleven Thousand and One Hundred and Eleven Dollars (\$111,111) paid within thirty (30) days of the identification of initial candidates to the University, and upon submission of Search Firm invoice.
 - One Hundred and Eleven Thousand and One Hundred and Eleven Dollars (\$111,111) paid within sixty (60) days of the identification of initial candidates to the University, and upon submission of Search Firm invoice.
 - Ten Thousand Dollars (\$10,000.00) paid within thirty (30) days of the hiring of a Search Firm candidate for the position or until both parties are satisfied that every reasonable effort



has been made by Search Firm to identify a suitable candidate, and upon submission of Search Firm invoice.

B) Reimbursable Expenses. In addition to the professional fee, approved direct expenses are billed on an out-of-pocket basis. These expenses include items such as advertising, video conferencing, travel and interview expenses for the search consultants and candidate travel expenses. In addition, 11% of the professional fee will be billed to cover indirect expenses that include communications, postage and delivery, printing and copying and research expenses.

C) Additional Services / Exceptions. If the Search Firm believes that any service requested by the University constitutes an additional service not included within the scope of this Agreement, the Search Firm will promptly notify the University and, unless otherwise requested, will not begin performance of the additional service until the parties have agreed that the service is an additional service and have set forth the terms of the additional service and any related compensation schedule in a written addendum to this Agreement. Exceptions to this any part of this fee structure must receive prior approval from the University.

D) Candidate Leaves within 12 Months. If for any reason the selected candidate leaves the University during the first 12 months after hire, Search Firm will conduct a new search to replace that individual without additional professional fee, but for reimbursable expenses only, provided that the new search commences within three (3) months of the employment termination date, unless we mutually agree on a later relaunch date.

E) Additional Candidate(s) Hired. If the University hires any additional candidate(s) as an employee or as a consultant within one year of the conclusion of this search that were identified or presented by the Search Firm in the course of this search, the University will be invoiced a fee of 20% of the employee's first year base salary.

3) TERM / TERMINATION. The term of this Agreement shall begin on January 6, 2020 ("Effective Date") and shall terminate on the hiring of a candidate for the position, unless terminated earlier pursuant to the terms of this Section 3. The University expects that Services will continue until the position is filled or until both parties are satisfied that every reasonable effort has been made by Search Firm to identify a suitable candidate, or until this Agreement is terminated. The University may terminate this Agreement for any reason at any time upon written notice to the Search Firm. Should termination occur prior to the identification of initial candidates to the University, the Search Firm shall be entitled to the first installment of the Professional Fee under Section 2.A, plus reimbursable expenses as set forth in Section 2.B. Should termination occur within thirty (30) days of the identification of initial candidates to the University, the Search Firm shall be entitled to the second installment of the Professional Fee under Section 2.1 plus Reimbursable Expenses as set forth in Section 2.B. Should termination occur within sixty (60) days of the identification of initial candidates to the University, the Search Firm is entitled to the third installment of the Professional Fee under Section 2.1 plus Reimbursable Expenses as set forth in Section 2.B. The Search Firm agrees and acknowledges that it may not be paid the fourth and final installment even after it identifies a list of potential candidates, unless the University hires a candidate or satisfied that every reasonable effort has been made by Search Firm to identify a suitable candidate.



4) NO AGENCY. The Search Firm shall not have any authority to bind or commit the University to any contractual or other obligation in any respect. The Search Firm is acting herein and hereunder as an independent contractor and no agency relationship with the University shall be inferred or implied. All employees of Search Firm who provide personal services to the University are not public employees for purposes of Chapter 145 of the Ohio Revised Code, as amended.

5) SUCCESSORS AND ASSIGNS. The University and the Search Firm each binds itself and its successors and assigns to this Agreement and to all covenants thereof. Neither the University nor the Search Firm shall assign or otherwise transfer its interest in this Agreement without the express written consent of the other.

6) PUBLIC STATEMENTS AND CONFIDENTIALITY. The parties agree that the Services to be rendered hereunder are of a confidential nature, and they shall not, except as required to perform under the Agreement or as required by law, including the Ohio Public Records Act, directly or indirectly disclose, divulge, or communicate to any person, or entity, any information obtained during the performance of, or concerning the nature of this Agreement. The Search Firm shall not release any news items or make any public statements, or otherwise make available any information concerning the University or the Agreement, unless directed to do so by the University.

The parties agree that Search Firm may have access to and/or create materials that it considers a trade secret under Ohio law. If a public records request is made for documents Search Firm deems to be its trade secrets, Search Firm bears the burden of asserting and proving such in any subsequent action to obtain the documents.

7) APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Ohio. Search Firm agrees to comply with the University's affirmative action obligations under Executive Order 11246, Section 503 of the Rehabilitation Act, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and to collect information in compliance with the University's recordkeeping obligations.

8) NEGLIGENT ACTS OR OMISSIONS. Each Party to this Agreement shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction.

9) NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.

9.1 Confidential Information. "Confidential Information" shall mean any and all information relating to the University, the University's business, the University's customers and the Inventions including but not limited to: (i) information furnished to the Search Firm by or on behalf of the University irrespective of the form of communication and whether such information is so furnished before, on or after the date hereof, and (ii) information obtained by the Search Firm in the course of the Search Firm's work with the University; provided, however, that the term "Confidential Information" does not include any information that (i) is generally available to and known by the public other than as a result of a disclosure directly or indirectly by the Search Firm, or (ii) was or becomes available to the Search Firm on a non-confidential basis from a source other than the University or a party acting on



behalf of the University, provided that such source is not bound by a confidentiality obligation owed to the University.

9.2 Permitted Use. The Search Firm agrees that at all times during or after his work as a consultant, the Search Firm will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of the University or its clients except for the benefit of the University or Clients and in the course of Search Firm's work with the University. Search Firm also agrees not to, without written authority from the University; copy any of the Confidential Information. Search Firm further agrees not to cause the transmission, removal, or transport of Confidential Information or Inventions from the University's principal place of business, or such other place of business specified by the University, without prior written approval of the University. The Search Firm acknowledges and is aware that the unauthorized disclosure of Confidential Information of the University or its clients may be highly prejudicial to their interests, and an improper disclosure of trade secrets. Whenever the approval, designation, specification, or other act of the Search Firm is required under this Agreement, the Search Firm may, by written designation, authorize an agent of the University to perform such act. In the event that the Search Firm is not sure whether certain information is Confidential Information, the Search Firm agrees to treat such information as Confidential Information unless Search Firm is informed in writing by the University to the contrary

9.3 Notice. If the Search Firm becomes legally compelled including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, including those in connection with proceedings of a governmental regulatory body, or similar process to disclose any of the Confidential Information, the Search Firm shall provide the University with prompt prior written notice of such requirement so that the University may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.

9.4 Ownership of Confidential Information. The Search Firm acknowledges that the University owns all rights to the Confidential Information and the Search Firm agrees not to lay claim to, copyright, trademark or apply for a patent with respect to, the Confidential Information or any part thereof, except for Search Firm's internal notes, references, resumes and trade secrets.

10) **FREE TRADE.** Pursuant to R.C. 9.76(B) Search Firm warrants that Search Firm is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

11) **NOTICES.** In the event formal written notice is required, it shall be provided to the following:

If to the University:
Michael Papadakis
Senior Vice President
The Ohio State University
Business and Finance
190 N. Oval Mall, Suite 108
Columbus, Ohio 43210
614 292-8520 (phone)
papadakis.6@osu.edu

If to the Search Firm:
John Fahy
Chief Financial Officer
Isaacson Miller, Inc.
263 Summer Street
Boston, MA 02210
617-262-6500 (phone)
617-989-7101 (fax)
jfahy@imsearch.com



12) **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the University and the Search Firm and may be amended only by written instruments signed by a duly authorized representative of both of the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective the day and year first above written.

**THE OHIO STATE UNIVERSITY
(UNIVERSITY)**

**ISAACSON MILLER, INC.
(SEARCH FIRM)**

By: 

Name: Michael Papadakis
Title: Senior Vice President for
Business & Finance and CFO

Date: January 8, 2020



By: _____
Name: John Fahy
Title: Chief Financial Officer

Date: January 8, 2020



Service Level Agreement

Addendum to agreement between The Ohio State University and Executive Search Firm

{{University President}}

	Executive Search Firm	Search Committee	Search Committee Chair	Talent Acquisition
Intake	<ul style="list-style-type: none"> Visit with individuals and group stakeholders to gain understanding of the nuances, opportunities, and challenges associated with the position. 	<ul style="list-style-type: none"> Participate in discussion to identify nuances, opportunities, and challenges associated with the position and unit. Identify other stakeholders for intake activities. 	<ul style="list-style-type: none"> Participate in discussion to identify nuances, opportunities, and challenges associated with the position and unit. 	<ul style="list-style-type: none"> Participate in discussion to identify nuances, opportunities, and challenges associated with the position and unit.
Performance Profile Development	<ul style="list-style-type: none"> Assess and compare the leadership skills and competencies of candidates for the position. Develop draft performance profile including a description of The Ohio State University, along with key responsibilities associated with the position, and descriptors of the ideal candidate. 	<ul style="list-style-type: none"> Participate in meeting(s) to discuss profile (develop alignment and common understanding). 	<ul style="list-style-type: none"> Participate in meeting(s) to discuss profile. Develop profile and approve finalized version. 	<ul style="list-style-type: none"> Participate in meeting(s) to discuss profile. Ensure that profile is aligned with mission and values.
Source	<ul style="list-style-type: none"> In conjunction with Search Committee, establish an agreed upon regular search schedule at the outset of the search. After consultation and coordination with Search Committee Chair, Talent Acquisition and OSU leadership, determine and implement the optimal strategy and method to advertise the position. Commence proactive search to identify candidates whose backgrounds meet the requirements of the position. Strategically work with University administrators, faculty, and Search Committee, to reach out to alumni, faculty, staff, and community to identify outstanding candidates (candidates generated through this process will be assessed and compare with overall candidate pool). Conduct original and independent search utilizing 	<ul style="list-style-type: none"> Identify potential candidates and refer them to search firm. 	<ul style="list-style-type: none"> Facilitate discussion regarding regular search schedule. Actively source prospects (contacts/names) and sends that information to search firm or HR to add to candidate pool. Participate in "courting" candidates, (as needed). Participate in scheduled update meetings (via teleconference) 	<ul style="list-style-type: none"> Participate in discussion regarding regular search schedule. Keep search committee informed on updates on the selection process, status, timeline, etc.



	<p>Agency network to ensure new ideas and candidates are brought into the process.</p> <ul style="list-style-type: none"> • Create evaluation tools for triaging the final pool. • Create and implement strategy for candidate outreach and engagement. 			
Select	<ul style="list-style-type: none"> • Identify and interview external and internal candidates prior to presenting them for Search Committee consideration. • Create selection timeline, process and tools. • Make all candidate CVs available for Committee's review. • Present "long list" to Search Committee, including candidates' CVs, letters of interest and candidate summaries and narratives. • Facilitate airport interviews as necessary. • Facilitate arrangements and logistics, including scheduling and travel for interviews. • Provide high quality candidate care to ensure a positive candidate experience. • Work with Search Committee to develop interview questions. • Following 1st round interviews, obtain feedback from candidates and assist with narrowing list of candidates. • Communicate with candidates not moving forward in the process. • Facilitate arrangements and logistics, including scheduling and travel for finalist interviews. 	<ul style="list-style-type: none"> • Review candidates' CVs, letters of interest and candidate summaries. • Participate in the candidate pool review and identify suitable candidates from the "long list" pool. • Review interview questions. • Participate in 1st round interviews. • Provide feedback following 1st round interviews. 	<ul style="list-style-type: none"> • Review candidates' CVs, letters of interest and candidate summaries. • Coordinate and co-facilitate the candidate pool review and prioritization meeting to identify suitable candidates from the "long list" pool. • Review interview questions. • Participate in 1st round interviews. • Provide feedback following 1st round interviews. • Identify top candidates. • Participate in the finalist interviews. • Final decision. 	<ul style="list-style-type: none"> • In conjunction with search firm, identify initial candidates. • Liaise between search firm and Search Committee and co-facilitate initial candidate presentations. • Provide high quality candidate care to ensure a positive candidate experience.
Due Diligence & Reference Checking	<ul style="list-style-type: none"> • Conduct initial due diligence using public domain databases such as Factiva, LexisNexis, Google, and Facebook. • After finalists are chosen, conduct in-depth reference and degree verification. • Upon final selection, conduct background check, in accordance with University guidelines, criteria, and stipulations. 	<ul style="list-style-type: none"> • Not directly involved 	<ul style="list-style-type: none"> • Not directly involved. 	<ul style="list-style-type: none"> • Not directly involved.



Offer & Negotiation	<ul style="list-style-type: none"> Gather finalist total compensation requirement information, as well as complete compensation history. Provide market data regarding compensation, benefits, and perquisites for offers made for similar positions and institutions. Available upon request to construct or negotiate offer. Available upon request to serve as intermediary in the event of changes or adjustments to the initial employment offer. 	<ul style="list-style-type: none"> Not directly involved 	<ul style="list-style-type: none"> Coordinate with Talent Acquisition and appropriate internal resources to prepare offer components. Coordinate with search firm, Talent Acquisition and appropriate internal resources to finalize offer package. 	<ul style="list-style-type: none"> Coordinate with Search Committee Chair and appropriate internal resources to prepare offer components. Coordinate with search firm, Search Committee Chair and appropriate internal resources to finalize offer package. Extend and negotiate offer and start date. Coordinate pre-employment onboarding logistics.
Onboard	<ul style="list-style-type: none"> Follow up within the first 60 – 90 days with selected candidate and appropriate OSU representatives. Follow up at the one-year mark with appropriate OSU representatives. 	<ul style="list-style-type: none"> Support onboarding plans 	<ul style="list-style-type: none"> Support onboarding plans 	<ul style="list-style-type: none"> Establish onboarding plan – including relocation, dual career, community integration, and leadership assimilation.
Search Administration	<ul style="list-style-type: none"> Track and catalog billable expenses with regards to the search. 	<ul style="list-style-type: none"> Not directly involved 	<ul style="list-style-type: none"> Not directly involved 	<ul style="list-style-type: none"> Facilitate the disbursement of payment for search expenses.

{{University President}} Milestones:



Contact Info:

Search Firm

The Ohio State University