INTERNAL USE ONLY
CW50902

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	WITT KIEFFER INC	**Contact**	Zach Smith, Ph.D.
Sourcing Agent	Anthony Taylor		

REQUESTING DEPARTMENT	
Participating Campuses	UNL
Administrative Unit/Dept.	UNL

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary ***(brief description and/or event name)***	Consultant shall provide executive search services for University for the recruitment and selection of a chancellor of the University of Nebraska-Lincoln				
Contract Document	**Document Amt**	**Total Amt**	**Start Date**	**End Date**	**Notes**
Master Agreement	**Not to Exceed $280,000**	Not to Exceed $280,000	**10/22/2026**	8/31/2028	

COMPETITION/BID INFORMATION	
Bid Number	Email Bid
Competition	Email Bid
Contract Information	N/A

University of Nebraska Consulting Services Agreement

This University of Nebraska Consulting Services Agreement ("Agreement") is made and entered as of the date of the last signature set forth below ("Effective Date") between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which includes four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and Witt/Kieffer Inc. ("Consultant").

RECITALS

1. University will form a committee to advise University in the search for a chancellor of the University of Nebraska-Lincoln ("Search Committee").

2. Consultant submitted a proposal, and the University selected Consultant to perform executive search services and collaborate with University in the search for a chancellor of the University of Nebraska-Lincoln.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and the above recitals, which are incorporated herein by this reference, the parties agree as follows:

1. **Description of Services**. Consultant shall provide the services ("Services") identified in the statement of work ("Statement of Work") and proposal ("Proposal") attached to the Agreement. The Statement of Work and Proposal are incorporated into the Agreement by this reference. In the event of a conflict between the terms of (1) this Agreement, (2) the Statement of Work, and (3) the Proposal, a document identified with a lower numerical value in this section shall supersede a document identified with a higher numerical value in this section to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the foregoing documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur; and provided further that the Proposal is incorporated solely to describe the Services, and any terms in the Proposal purporting to limit Consultant's liability, disclaim warranties, limit University's remedies, impose additional fees or obligations on University, or otherwise address legal terms shall be of no force or effect. Consultant shall perform the Services to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such services.

2. **Payment**. In full consideration for the Services provided by Consultant under this Agreement, University shall pay or cause to be paid to Consultant a fee, pursuant to the Statement of Work within forty-five (45) days after University's receipt of an accurate invoice and all requested supporting documentation. Along with its invoice, Consultant shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Consultant is expected to comply with applicable policies and procedures, including those stated within the University of Nebraska Travel Policy (located at https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Consultant shall be solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and University will not deduct such taxes from any payments to Consultant hereunder, unless required by law. An amount may be considered "past due" only if it is undisputed, has been properly invoiced in accordance with this Agreement, and remains unpaid after the forty-five (45) day period set forth above. If any undisputed amount remains unpaid fifteen (15) days after University's receipt of written notice that such amount is past due, Consultant may suspend the Services until such past due amounts have been paid. The Quality Guarantee set forth in section E.4 of the Statement of Work shall be conditioned upon University's payment of all undisputed amounts properly invoiced in

accordance with this Agreement on or before the later of (a) sixty (60) days after the successful candidate's execution of an offer letter or (b) forty-five (45) days after University's receipt of the applicable invoice. University's good-faith dispute of any invoiced amount shall not affect the availability of the Quality Guarantee.

3. **Expenses, Equipment, Tools, Materials, and Supplies**. University shall not be liable to Consultant for any expenses paid or incurred by Consultant unless otherwise agreed to in writing by University. Consultant shall supply, at its sole expense, all equipment, tools, materials, or supplies to provide the Services. Notwithstanding the foregoing, University pre-approves the following reasonable out-of-pocket expenses directly related to the Services, which shall be billed to University at cost without markup and in accordance with section 2 and the Statement of Work: Consultant and candidate travel and accommodations and other Consultant-candidate interview costs; education, employment, and licensure verification; media checks; advertising (subject to section C.3 of the Statement of Work); overnight delivery; and professional printing. Any other expense must be approved in writing by University in advance to be reimbursable.

4. **Taxes**. University is generally exempt from payment of state sales and use taxes and local occupation taxes within the State of Nebraska. University will furnish exemption certificates upon written request by Consultant. If Consultant is required to pay any taxes from which University is exempt as a result of doing business with University, it shall be solely responsible for the payment of those taxes.

5. **Purchase Order Requirement**. A purchase order shall be issued by University to Consultant for payment in accordance with the terms of this Agreement. All invoices submitted by Consultant shall make reference to the appropriate purchase order number to be eligible for payment**.**

6. **Term**. The term of this Agreement shall commence on the Effective Date and expire on August 31, 2028 ("Term"), unless earlier terminated in accordance with this Agreement; provided, however, that Consultant's obligations under the Statement of Work shall survive expiration of the Term until fully performed.

7. **Termination**. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of receipt of the notice of termination. Additionally, University may terminate this Agreement for its convenience immediately upon written notice to Consultant. Upon termination, and except as otherwise provided in section 37, University shall pay Consultant for (a) any professional services fee installments invoiced on or before the effective date of termination, and (b) approved expenses incurred in accordance with this Agreement prior to the effective date of termination. Notwithstanding the foregoing, if University terminates this Agreement due to Consultant's uncured material breach, University shall have no obligation to pay any installment not yet paid as of the effective date of termination.

8. **Remedies**. In addition to any remedies available to University under law or equity, University may, at its sole discretion, take or require one (1) or more of the following remedial actions if Consultant's performance is deficient and does not comply with the requirements of the Agreement: (a) require Consultant to take corrective action to ensure that performance conforms to the requirements of the Agreement; or (b) terminate the Agreement pursuant to any termination provisions within the Agreement. These remedies are cumulative to the extent the remedies are not inconsistent, and University may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. **Representations and Warranties**. Consultant warrants and represents that each of its employees and agents to perform any of the Services shall have the skills, training, and background reasonably

commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Consultant further warrants the Services provided will conform to the requirements of this Agreement and that in performing the Services Consultant will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement and are in addition to all other warranties, expressed or implied, and shall survive any inspection, acceptance, or payment by University. All warranties shall run to University. If any warranties specified herein or otherwise applicable are breached by Consultant, University may, at its election, require re-performance of the Services or terminate this Agreement. Consultant shall hold University harmless from any loss, damage, or expense, including court costs and reasonable attorneys' fees, that University may suffer as a result of a breach or alleged breach of the foregoing warranties. The foregoing remedies are in addition to all other remedies University may have at law or in equity.

10. **Relationship of Parties**. No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Consultant is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Consultant is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

11. **Indemnity**. To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students for any third party loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, arising out of or in connection with (a) the negligent or wrongful acts or omissions or willful misconduct of Consultant and its officers, employees, agents, and subcontractors under this Agreement; (b) Consultant's breach of this Agreement; or (c) Consultant's violation of applicable law.

12. **Insurance**. Consultant shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars ($1,000,000.00) per occurrence, and three million dollars ($3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Consultant and its agents and/or employees while engaged in or preparing for the provision of the Services. The required limits may be satisfied through any combination of primary commercial general liability insurance and umbrella or excess liability insurance, provided that any umbrella or excess policy follows form to the underlying commercial general liability policy. Upon request by University, Consultant shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Services. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Consultant under this Agreement. Consultant shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Consultant shall, upon request, include University as an additional insured on its general liability and umbrella or excess insurance policies on a primary and non-contributory basis. Consultant is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

13. **Workers' Compensation Insurance**. Consultant shall maintain worker's compensation insurance as required by law and shall provide a certificate of same if requested by University. Failure to provide such a certificate may, at University's option, result in termination of the Agreement.

14. **Assignment**. This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the written agreement of the other party shall be void.

15. **Entire Agreement and Amendment**. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. This Agreement may not be amended except by an agreement signed by Consultant and an authorized representative of University.

16. **Governing Law and Forum.** The Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by either party hereunder shall be in the state courts located in Lancaster County, Nebraska. Any legal action by Consultant in relation to the Agreement may only be instituted in accordance with the provisions of the Nebraska State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306).

17. **Conflict of Interest**. Consultant certifies, to the best of its knowledge and belief, that (a) there is no unresolved actual or potential conflict of interest related to this Agreement and (b), if Consultant is a University employee, immediate family member of a University employee, or business associated with a University employee and this Agreement is valued at $2,000 or more, Consultant has, prior to execution of this Agreement, provided written notification to the vice president for business and finance or relevant vice chancellor for business and finance, as applicable, of Consultant's status as, relation to, or association with a University employee and of this Agreement. If an actual or potential conflict of interest related to this Agreement arises during the term of this Agreement, Consultant shall provide to the vice president for business and finance or relevant vice chancellor for business and finance, as applicable, a written disclosure statement that describes all relevant information concerning the actual or potential conflict of interest. If the actual or potential conflict of interest cannot be resolved or University determines Consultant's certification set forth in this section is false, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

18. **Authority to Conduct Business in Nebraska and Service of Process**. Consultant must independently determine whether Consultant is required to register with the Nebraska Secretary of State, and, if so, must register and remain in good standing for the Term. If Consultant is not registered with the Nebraska Secretary of State, Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its address for notices under this Agreement. Service shall be completed upon Consultant's actual receipt of process, or upon University's receipt of the return thereof by the United States Postal Service, or a reasonable delivery service if Consultant's address is outside the United States, as refused or undeliverable.

19. **Work Status Verification**. Consultant and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114.

20. **Debarment List**. Consultant certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Consultant also certifies that Consultant, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. The certification and warranty set forth in this section shall be an ongoing certification and warranty during the term of this Agreement, and Consultant shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Consultant becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, personnel, or agents of Consultant become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Consultant to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

21. **Taxpayer Transparency Act**. Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at https://statecontracts.nebraska.gov/. It shall be the sole responsibility of Consultant (a) to notify University of any requested redactions to this Agreement, any

amendment to this Agreement, and any document incorporated by reference into this Agreement and (b) to indicate the legal basis for such requested redactions at the time of execution thereof. In addition, Consultant shall defend any challenge to such redactions at its own expense. Consultant's failure to request redactions to any contracts or documents released by University under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.

22. **Public Records**. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of this Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with University's interpretation and application of applicable law. It shall be the sole responsibility of Consultant (a) to notify University of requested redactions to individual portions of any such record that may otherwise be required to be open to public inspection and copying and (b) to indicate the specific legal basis for each such requested redaction. Each redaction request must identify, with particularity, each discrete item of information within a record for which redaction is sought and the specific legal basis for redacting each such item. University will not accept (i) requested redactions to all or substantially all information in a record, (ii) a legend or statement indicating that all, or substantially all, information in a record should be redacted, or (iii) any redaction request that fails to identify with particularity each item of information for which redaction is sought and the legal basis for redacting each such item. In addition, Consultant shall defend any challenge to such requested redactions at its own expense. Consultant's failure to request redactions to any information or records released by University under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.

23. **Nondiscrimination**. Neither Consultant nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1101 to 48-1125).

24. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Consultant shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Consultant shall cooperate with University following any report of discrimination. In the event University determines that Consultant or an employee, agent, contractor, or other person affiliated with Consultant has engaged in discrimination, including harassment, or other inappropriate conduct, Consultant will take prompt and effective action, in accordance with University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Consultant or the employee, agent, contractor, or other person affiliated with Consultant from providing the Services. Consultant's failure to comply with University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Consultant acknowledges that University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Consultant and employees, agents, contractors, and other persons affiliated with Consultant who are directly providing the Services or present on University premises shall participate in any training as may be required by University from time to time, including training regarding sexual harassment and diversity and inclusion.

25. **Criminal Background Investigations.** If applicable, Consultant represents and warrants that Consultant has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include

the same degree of thoroughness as the background checks University conducts for its newly hired staff. Consultant shall update any background screening upon reasonable request by University and any request based upon the occurrence of any illegal activity involving Consultant or its personnel, or the reasonable suspicion of illegal activity shall be deemed reasonable. Consultant shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Consultant is an individual, University may require Consultant complete a background check consistent with current industry standards at University's request. Consultant shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Consultant and Consultant's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Consultant and Consultant's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Consultant shall ensure any third party with whom Consultant engages to provide any part of services provided under the Agreement shall comply with the same restrictions, conditions, and requirements of this section in the same capacity as Consultant.

26. **Federal Funding Compliance**. To the extent Executive Order 14173 of January 21, 2025, applies to the Agreement, (a) Consultant's compliance in all respects with all applicable federal anti-discrimination laws is material to Consultant's performance under the Agreement; (b) Consultant certifies that it does not operate any programs that violate such laws; and (c) Consultant's failure to comply with such laws shall be considered a material breach of the Agreement. To the extent Executive Order 14398 of March 26, 2026, applies to the Agreement, the clause in section 3 of Executive Order 14398 is incorporated herein by this reference and applies to Consultant as a "contractor" or "subcontractor." If the Agreement is for $15,000 or more and involves federal funds, then Consultant shall comply with 41 CFR §§ 60-300.5(a) and 60-741.5(a), which are incorporated herein by this reference. If Consultant has fifty (50) or more employees and the Agreement involves payment of $50,000 or more in federal funds to Consultant, then Consultant shall develop or maintain a program as described in 41 CFR 60-741, subpart C. If Consultant has fifty (50) or more employees and the Agreement involves payment of $150,000 or more in federal funds to Consultant, then Consultant shall develop or maintain a program as described in 41 CFR 60-300, subpart C. To the extent any of the provisions of Appendix II to 2 CFR Part 200 apply to the Agreement, such provisions are incorporated herein by this reference and apply to Consultant as a "contractor," "recipient," or "subrecipient."

27. **Logos or University Marks**. Consultant shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Consultant shall not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Consultant's business.

28. **Right to Audit Privilege**. University reserves the right to audit or inspect work performed by Consultant under this Agreement. University may participate directly or through an appointed representative in order to verify that services related to this Agreement have been performed in accordance with the procedures indicated. Consultant shall maintain documentation for all expenses under this Agreement. The books, records and documents of Consultant, insofar as they relate to services performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by University or its appointed representative. These records shall be maintained in accordance with generally accepted accounting principles.

29. **No Personal Liability**. In no event shall any regent, official, officer, employee, agent, or student of University be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.

30. **Compliance**. Consultant and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

31. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

32. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, audit and records retention, public records, and governing law and forum.

33. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

34. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

35. **Electronic Signatures.** This Agreement and any other documents to be delivered in connection herewith may be electronically signed, and any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

36. **Subcontractors**. Consultant shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Consultant shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Consultant.

37. **Unavailability of Funding**. Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Consultant. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such termination or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Consultant may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the effective date of the termination. In the event of unavailability of funding, University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

38. **Foreign Adversary Certifications**. In this section, the terms defined in Neb. Rev. Stat. § 73-903 shall have the meanings defined therein, and the term “foreign adversarial source” shall have the meaning

defined in Neb. Rev. Stat. § 85-906. Consultant certifies it is not a foreign adversarial source. If this Agreement is for a technology-related product or service and no exception set forth in Neb. Rev. Stat. § 73-906(2) applies, Consultant certifies that it is not a scrutinized company, it will not subcontract with any scrutinized company for any aspect of performance of this Agreement, and any products or services provided under this Agreement do not originate with a scrutinized company. The certifications set forth in this section shall be ongoing certifications during the Term and Consultant shall immediately notify University of any change in the status of the certifications set forth in this section. If University determines, in its sole discretion, that any certification set forth in this section is false, this Agreement may be terminated immediately, for cause, by University.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Jon L. Watts

Printed Name: Jon Watts

Date: 10/23/26 | 07:52 CDT

Title: Sr. Assoc. VP - COO

Witt/Kieffer Inc.

Signature: Zach Smith

Printed Name: Zach Smith

Date: 10/21/26 | 11:41 PDT

Title: Executive Partner and Market Leader

Notices to the University shall be sent to:

David Jackson
3835 Holdrege St
Lincoln, NE 68583

Notices to Consultant shall be sent to:

Head of Legal
2015 Spring Road, Suite 510
Oak Brook, Il 60523
contracts@wittkieffer.com

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

With copy to (optional):

Statement of Work

A. Definitions. Capitalized terms used and not defined in this Statement of Work have the respective meanings given to them in the Agreement.

B. Professional Services.

1. Consultant shall provide executive search services for University for the recruitment and selection of a chancellor of the University of Nebraska-Lincoln (the "Search"). Consultant shall provide the following Services:
    a. Facilitate reaching concurrence on University's needs and the desired position specification and profile, including through stakeholder listening sessions and an online community survey;
    b. Organize and monitor the Search process, including guidance of the Search Committee with the development of the profile and position advertisement;
    c. Consult, as reasonably requested, throughout the duration of the Search (the timeline will be determined in detail in consultation with the Search Committee chair; will be agreed upon in writing by the parties; and is subject to change in University's sole discretion);
    d. Partner with the Search Committee chair in organizing and facilitating Search Committee meetings;
    e. Assist in coordinating the entire process for the Search;
    f. Identify and cultivate candidates with the assistance of the Search Committee and campus community and University stakeholders;
    g. Assume responsibility for cultivating and recruiting candidates;
    h. Receive and process all applications for the position and handle all correspondence and contact with the candidates as agreed to with the Search Committee chair;
    i. Assist in developing and engaging an effective candidate pool screening procedure;
    j. Develop, in coordination with the Search Committee chair, and implement an efficient screening procedure to narrow the candidate pool to a group of semi-finalist candidates;
    k. Collaborate with the Search Committee, in coordination with the Search Committee chair, in identifying finalist candidates from the pool of semi-finalist candidates;
    l. Provide in-depth evaluations, including background, reference, credit, employment, education, professional license, and certification verification checks, and screening for prior allegations of harassment or discrimination, of the finalist candidates;
    m. Advise University regarding the structure, schedule, and procedure of the first-round, second-round, and finalist candidate interviews, whether on- or off-site;
    n. Draft correspondence and communications with the University community regarding the Search and meeting agendas for the Search Committee chair's review and approval;
    o. Handle all search-related administrative services;
    p. Provide guidance to Search Committee chair to facilitate University making an offer to candidates;
    q. Guide the preparation and implementation of a transition plan for the chancellor, University administration, and campus communities; and
    r. Be available to the successful candidate for transition purposes for 12 months following the successful candidate's assumption of duties.
2. Consultant shall also perform the Services identified in the Proposal.
3. Consultant represents and warrants that it is not conducting, and during the Search will not accept without University's prior written consent, any presidential or chancellor search at a peer institution that would affect the Search, and Consultant shall promptly notify University in writing if any such search or other conflict arises during the Term. Consultant shall not directly or indirectly solicit or recruit (i) the successful candidate for two (2) years following the successful candidate's start date or (ii) any Search Committee member during the Search. Consultant shall notify University in writing of any candidate Consultant is unable to recruit due to an off-limits restriction.

C. Fees and Expenses.

1. The professional services fee shall not exceed $280,000.00, regardless of the amount or structure of the successful candidate's compensation. All expenses are invoiced monthly and shall be in

addition to the professional services fee. The professional services fee will be invoiced according to the following schedule and due in accordance with section 2 of the Agreement:

Upon Effective Date of the Agreement - $93,334.00

Upon presentation to the Search Committee of at least 3 semi-finalist candidates meeting the position specification - $93,333.00

Upon public announcement of Priority Candidate - $93,333.00

2. University shall use reasonable efforts to timely provide Consultant with the information, materials, and feedback reasonably necessary for Consultant to achieve the milestones set forth above, and shall not unreasonably delay its performance of such obligations. Consultant shall bill all Consultant and candidate travel expenses at cost and follow University's travel policies. The number of campus visits by Consultant personnel and the number of candidate interviews will be determined by the chair of the Search Committee in consultation with Consultant. Consultant shall not add a surcharge for travel expenses.
3. Consultant shall charge back to University advertisements placed through a third-party at cost. University may elect to place advertisements and must approve Consultant's suggested advertising schedule prior to placement.
4. Consultant's background check shall include but is not limited to internet and social media checks on first interview candidates and behind paywall and further internet research, education verification, reference, and FCRA-compliant background checks for the finalist candidates, all of which are included in the professional services fee except for third-party costs billed at cost without markup. Criminal and credit checks are addressed below. Consultant shall make available to University, through the Database or in such other manner as University may request, all background, education verification, credit, and reference check and research materials, including but not limited to third-party materials provided to Consultant, for University's review prior to determination of the Priority Candidate.

   It is Consultant's general practice to obtain verifications and background reports through a credit reporting agency ("CRA") for each candidate, internal and external, who is advanced to University interviews. Such reports may include verifications of the candidate's employment, academic degrees, professional licenses and certifications, and a review of public sources ("media checks") for relevant information. The CRA will collect the necessary disclosure and authorizations from candidates and provide a summary of rights to candidates subject to such background checks. The information contained in these reports is prepared solely for "employment purposes," as that term is defined by the U.S. Fair Credit Reporting Act, federal and state equal employment opportunity laws and regulations, and all other applicable laws (collectively, "Applicable Laws").

   University agrees that such reports and information shall be exclusively used by University for "employment purposes" only. University usage of reports shall be in compliance with Applicable Laws. University acknowledges receipt of the Notice to Users of Consumer Reports at https://www.consumerfinance.gov/rules-policy/regulations/1022/n/#ImageN1, as may be amended from time to time. If University takes any "adverse action" under Applicable Laws, University must provide all required notices and disclosures (e.g., 15 USC § 1681b-m) to the candidate directly or request in writing that Consultant coordinate the sending of such required notices. University must promptly notify Consultant if it becomes aware of any post-secondary educational history that is alleged to be inaccurate. Consultant shall promptly notify its CRA of such, who will forward the dispute to the school and provide Consultant with a copy of any report prepared to address the dispute. Consultant shall deliver such results to the appropriate candidate. Should University not agree to these terms, Consultant cannot provide or share the background check results with University, and Consultant strongly encourages University to conduct its own media checks and verifications.

   Criminal and credit checks ("Other Background Checks") are not included in the professional services fee. University shall elect in writing, with respect to any finalist candidate, either (a) to conduct Other Background Checks itself, or (b) to have Consultant coordinate with a CRA to perform Other Background Checks on University's behalf, in which case the third-party costs of

such checks shall be billed to University at cost without markup and the terms of the preceding paragraph shall apply to such reports.

D. Confidentiality.

1. "Confidential Information" shall mean all information provided by one party to the other which is either identified as confidential at the time of disclosure or disclosed under circumstances that would cause a reasonable person to conclude that the information is confidential. Each party (i) shall protect the other party's Confidential Information from unauthorized disclosure, using at least the same degree of care that it uses to protect its own Confidential Information, but not less than reasonable care; (ii) shall not, except as required by law, disclose the other party's Confidential Information without the prior written consent of such other party and the candidate, if applicable; provided, however, that, subject to section D.3, Consultant may disclose University Confidential Information to persons involved in the Search as necessary to conduct the Search; and (iii) shall use the other party's Confidential Information solely in connection with the Services.
2. Consultant shall create and maintain a confidential, secure, password protected database (the "Database") of candidate information and personal data related to the Search to which only Consultant staff, University staff designated by University, and the Search Committee shall have access. Subject to section D.3, the Database is the confidential, trade secret, and proprietary property of Consultant. Consultant shall retain the Database for at least the retention period set forth in section 28 of the Agreement and, upon University's request, shall provide University with access to or copies of information in the Database as necessary for University to comply with applicable law, conduct audits, or investigate, prosecute, or defend any claim.
3. Notwithstanding anything to the contrary in the Agreement or this Statement of Work:
    a. For the purposes of this section D, "Priority Candidate" shall have the meaning given in Neb. Rev. Stat. § 85-106.06 and "Job Application Materials" shall have the meaning given in Neb. Rev. Stat. § 84-712.05(18);
    b. Consultant acknowledges that Neb. Rev. Stat. § 85-106.06 requires University to (i) provide public notice of the Priority Candidate at least thirty (30) days before the public meeting of the Board of Regents at which a final action or vote is to be taken on the employment of the Priority Candidate; (ii) make available the Job Application Materials related to the Priority Candidate prior to or at the time of providing such public notice, and (iii) provide a public forum for the Priority Candidate including media, students, faculty, and University staff prior to the public meeting and such after public notice is provided. Consultant shall structure the Search timeline to accommodate such requirements, promptly assemble and deliver to University all such materials in Consultant's possession, and cooperate with University in connection with the public forum and any public records request relating to the Search;
    c. Subject to applicable law, prior to public notice of the Priority Candidate, all information in the Database shall be Confidential Information and the property of Consultant;
    d. Subject to applicable law, upon public notice of the Priority Candidate, all information in the Database, other than the Job Application Materials related to the Priority Candidate, shall be Confidential Information and the property of Consultant;
    e. The Priority Candidate will be preliminarily selected by University following consultation with the Search Committee and Consultant as University deems appropriate;
    f. Except as required by law or provided in this Agreement, information related to the Search shall not be copied, disclosed, or distributed to parties not involved in the Search;
    g. Consultant and University represent and warrant to each other that each of them will, except as required by law, keep strictly confidential within Consultant and University staff designated by University and the Search Committee all information pertaining to the Search; and
    h. Except as required by law, no information will be released by either University or any Consultant personnel engaged in the Search without the prior knowledge and consent of University staff designated by University.
    i. During a Search, Consultant may provide University with personally identifiable information ("Personal Information") related to actual or potential candidates, participants

in assessments provided as part of the Search and/or persons who provide any view or opinion regarding the qualities or abilities of any candidate or participant, for any purpose. Consultant takes data privacy seriously and is committed to protecting the confidentiality of Personal Information consistent with applicable data privacy laws. Any Personal Information that Consultant provides to University is provided only for use by University as part of the Search and may not be shared by University with any other person or entity. University agrees to use the Personal Information as part of the Search, to share such Personal Information only with University personnel or representatives who have a need to know, to protect the confidentiality and security of Personal Information consistent with the requirements of this Agreement and applicable law relating to data protection, and to destroy all such Personal Information of candidates not employed by University immediately following closure of the Search, or sooner if requested to do so by Consultant in writing.

Any breach of this section D shall constitute a material breach of the Agreement.

E. General Considerations.

1. The Search Committee chair shall be available by telephone or video conference to Consultant on approximately a weekly basis.
2. University shall keep Consultant informed of significant developments in the Search Committee's progress, relevant University events, and any proposed changes in policy or procedure relating to the Search.
3. If the Search Committee chair, in the reasonable exercise of discretion, is not satisfied with the candidates recruited, or the Search otherwise fails to result in a hire, Consultant will re-engage the market and conduct either an extended search or a second search, without additional professional fee, except for direct expenses approved in accordance with the Agreement, until University hires a candidate or University provides written notice that it is concluding the Search.
4. If the successful candidate recruited by Consultant is terminated by University or resigns during the first 365 days of employment, or accepts an offer and withdraws before commencing employment, Consultant shall conduct a second search for a replacement without additional professional fee, except for direct expenses approved in accordance with the Agreement (the “Quality Guarantee”). The only exceptions to this obligation are a material change in the position initiated by the University or the successful candidate’s death or disability. The new search will commence on a date mutually agreed upon by the parties, which shall be no later than 90 days after the termination, resignation, or withdrawal. A candidate hired through such replacement search shall be covered by this section E.4 on the same terms. University shall notify Consultant in writing of the need for a replacement search no later than thirty (30) days after the successful candidate’s departure from employment with University or withdrawal. The Quality Guarantee shall apply if University provides such notification to Consultant of the departure within such 30-day period.
5. **Delay or Cancellation of Search**:
    a. If a Search is delayed by more than sixty (60) days or the specifications for an Search are substantively changed, Consultant may charge an additional fee as consideration for the additional work and resources required to re-initiate the search process. If, for any reason, University cancels the Search prior to successful completion, University is responsible only for the Estimated Professional Fees, Technology, Data & Research Services fee and Out-of-Pocket Expenses billed up to the date of cancellation, plus Out-of-Pocket expenses incurred but not yet billed. Consultant reserves the right to cancel or suspend the search for breach of this Exhibit A or any Agreement, with sixty (60) days' notice to the University to cure any defect. If a Search is cancelled, University is responsible only for the Estimated Professional Fees, Technology, Data & Research Services fee and Out-of-Pocket Expenses billed up to the date of cancellation, plus Out-of-Pocket expenses incurred but not yet billed.
    b. A Search that is suspended or placed on hold may be re-started within six months of execution of the applicable Agreement without additional Professional Fees or Technology, Data & Research Services fee provided the search is for the same position

stipulated in the Agreement. Otherwise, any search that is re-started after being suspended or placed on hold will be subject to additional search fees, as stated above. A Search placed on hold for more than six months will be considered cancelled.

c. If after nine months following the date of this Agreement, Consultant has provided a finalist slate of candidates for selection by University but University seeks to restart the search process as a result of University's material changes to its internal management of the search, including but not limited to a change in the composition of the search committee or hiring manager, the search may be terminated or will be subject to additional search fees as stated above.

6. **Hiring of Additional Candidates**: Unless this Agreement provides otherwise, if a candidate first presented to University by Consultant during the Search is hired by University into a different executive position, the Consultant is entitled to receive and University shall pay a professional fee equal to twenty-five percent (25%) of such candidate's first-year guaranteed cash compensation, inclusive of base salary, and any guaranteed cash compensation due during or in respect of the candidate's first full year of employment. This fee applies to any individual candidate hired within six months of the close of the search. Consultant's Quality Guarantee does not apply to any such additional hire.

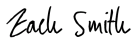
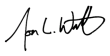
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Zach Smith zsmith@wittkieffer.com Executive Partner and Market Leader Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.194.106.101	Sent: 10/21/2026 10:57:39 AM Viewed: 10/21/2026 11:48:24 AM Signed: 10/21/2026 1:41:02 PM
Electronic Record and Signature Disclosure: Accepted: 10/21/2026 11:48:24 AM ID: e3aaf601-0f02-406a-a235-5945f6ee1d0f		
Jon Watts jonwatts@nebraska.edu Sr. Assoc. VP - COO University of Nebraska System Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 2600:1014:b32f:93d9:f45e:833c:3aeb:e8a1 Signed using mobile	Sent: 10/21/2026 1:41:04 PM Resent: 10/22/2026 8:59:42 AM Viewed: 10/23/2026 7:52:12 AM Signed: 10/23/2026 7:52:52 AM
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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

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David Jackson djackson@nebraska.edu Executive VP and Provost, University of Nebraska University of Nebraska Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/23/2026 7:52:53 AM Viewed: 10/23/2026 8:17:52 AM
Electronic Record and Signature Disclosure:		

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Lynn McAlpine lynn.mcalpine@nebraska.edu Assoc Chief Procurement Officer University of Nebraska Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/23/2026 7:52:54 AM
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	10/23/2026 7:52:54 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, NU Contracts+Ariba (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact NU Contracts+Ariba:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: richard.horner@nebraska.edu

To advise NU Contracts+Ariba of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at richard.horner@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from NU Contracts+Ariba

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to richard.horner@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with NU Contracts+Ariba

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to richard.horner@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify NU Contracts+Ariba as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by NU Contracts+Ariba during the course of your relationship with NU Contracts+Ariba.