

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND PAMIR CONSULTING, LLC

This Services Agreement (“Agreement”) is entered into and effective upon final execution (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “TAMUS”), an agency of the state of Texas, and Pamir Consulting, LLC (hereafter referred to as “PROVIDER”). TAMUS and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

TAMUS and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will work with TAMUS to provide services as outlined in PROVIDER’s Proposal, Exhibit A (hereinafter the “Services”), attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin upon final execution and will terminate upon completion of the Scope of Work.

3. PAYMENT TERMS

- A. For the services rendered under this Agreement, TAMUS shall pay PROVIDER \$186,600, inclusive of all business related expenses.
- B. PROVIDER can invoice TAMUS monthly for the Scope of Work identified in Exhibit 1. Payment will be made to PROVIDER upon approval of such invoice by TAMUS. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.
- C. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to TAMUS a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at;
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/> .
- D. All invoices must reference the TAMUS purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

4. DEFAULT AND TERMINATION

- A. In the event of substantial failure by PROVIDER to perform in accordance with the terms hereof, TAMUS may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of TAMUS.

- B. TAMUS may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.

5. PUBLIC INFORMATION

- A. PROVIDER acknowledges that TAMUS 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.
- B. Upon TAMUS's written request, PROVIDER will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMUS has a right of access.
- C. PROVIDER acknowledges that TAMUS 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*.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUS 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 Billy Hamilton, Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. INSURANCE

- A. This process is described in Exhibit B, attached hereto.

8. MISCELLANEOUS

- A. **Indemnification. PROVIDER agrees to indemnify and hold harmless TAMUS from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.**
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of TAMUS. TAMUS will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMUS relative to conduct on its premises.
- C. **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. The *Texas Family Code* requires the following statement: “Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 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.
- E. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMUS from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **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.
- G. **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.
- H. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- I. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- J. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- K. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.

- L. **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the PROVIDER will be required to make a good faith effort and complete the state of Texas HSP found at <http://www.tamus.edu/business/facilities-planning-construction/forms-guidelines-wage-rates/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the PROVIDER will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the PROVIDER will be expected to make a good faith effort according to the HSP instructions.

In the event that you determine you will be using a subcontractor, please contact Mr. Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or jzimmermann@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

- M. **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- N. **Loss of Funding.** Performance by TAMUS 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, TAMUS will issue written notice to PROVIDER and TAMUS may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of TAMUS.
- O. **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.
- P. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located, which is Brazos County, Texas.
- Q. **Non-Waiver.** PROVIDER expressly acknowledges that TAMUS is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMUS of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- R. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

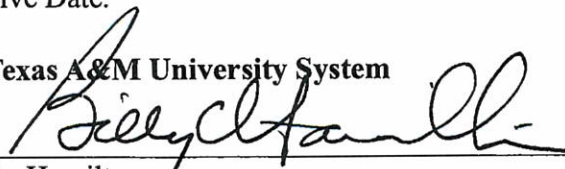
- S. **Prohibition on Contracts with Companies Boycotting Israel.** If PROVIDER is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, by executing this Agreement, the PROVIDER certifies it does not and will not, during the performance of this contract, boycott Israel. PROVIDER acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.
- T. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- U. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TAMUS 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:

TAMUS: The Texas A&M University System
301 Tarrow St., Suite 361
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

PROVIDER: Pamir Consulting, LLC
501 Church St NE, Suite 210
Vienna, VA 22180
Attention: Greg Eaton
Phone: (703) 319-9646
Email: gregory.eaton@pamirlc.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

The Texas A&M University System

By 
Billy Hamilton
Exec. Vice Chancellor & Chief Financial Officer

6/6/18
Date

Pamir Consulting, LLC

By 
Greg Eaton
COO & CFO

6/7/2018
Date

EXHIBIT A – PROPOSAL

Executive Summary

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of \$4.55 billion. Through a statewide network of 11 universities and seven state agencies, the Texas A&M System educates more than 148,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded \$972 million in FY 2016 and helped drive the state's economy.

The Texas A&M University System research investments have resulted in significant achievements in cutting-edge science and technology developments across research sectors, including life sciences, engineering, geosciences, atmospheric and ocean sciences, agriculture, computer science, and mathematical sciences. The value and importance of The Texas A&M University System research and intellectual property are attractive targets for theft and misappropriation by both outsider and insider threats. The Texas A&M University System implements tools and solutions to mitigate various threats to its research assets. One of the biggest threats facing The Texas A&M University System research and intellectual property is the threat posed Nation State-Sponsored Global Talents Recruitment Platforms.

The Nation State-Sponsored Global Talents Recruitment Platforms are sponsored by foreign (non-US) government intelligence and security services and are programs designed to incentivize U.S.-based engineers, researchers, scientists, and business professionals to work for foreign institutions in the public, private and government sectors. In exchange for lucrative incentives and compensation packages, the Nation State-Sponsored Global Talents Recruitment Platforms expect participants to provide access to information assets owned by the U.S.-based employers that employ the "talents" in the United States.

Pamir Consulting, LLC (Pamir) proposes to provide The Texas A&M University System with solutions that are designed to identify, assess and mitigate the threats related to the Nation State-Sponsored Global Talents Recruitment Platforms. Specifically, Pamir proposes to work with The Texas A&M University System to implement a pilot program from March 2018 through August 2018 (FY-2018) to identify and assess the scope and scale of the Nation State-Sponsored Global Talents Recruitment Platform threat targeting individuals (i.e., employees, contractors and students) at The Texas A&M University System. Pamir proposes to license its proprietary 149™ DLP Nation State Threat Finder keyword intelligence solution for implementation into the existing Data Loss Prevention (DLP) software deployed at The Texas A&M University System. Pamir also proposes to provide its analytical and subject matter expertise to manage and assess the results of the 149™ keyword deployed as part of the pilot project. The cost of the proposed 6-month pilot project is \$186,600.

Target: The Texas A&M University System Research Assets

The Texas A&M University System centers and institutes are dedicated to addressing a wide variety of challenges and opportunities. They facilitate research, teaching, and creative work at The Texas A&M University System, encourage learning and teaching, and pursue outreach and engagement with the community. Texas A&M AgriLife Research, for example, is the state's premier research and technology development agency in agriculture, natural resources, and the life sciences. The agency has 550 doctoral-level scientists spanning many disciplines, from genetics and genomics to air and water quality. Through collaborations with other institutions and agencies, commodity groups, and private industry, AgriLife Research is helping to strengthen the state's position in the global marketplace by meeting modern challenges through innovative solutions. AgriLife Research conducts hundreds of projects spanning many scientific disciplines to deliver life-sustaining and industry-changing impacts to citizens throughout Texas and around the world.

The Texas A&M University System research investments have resulted in significant achievements in cutting-edge science and technology developments across research sectors, including life sciences, engineering, geosciences, atmospheric and ocean sciences, agriculture, computer science, and mathematical sciences. The value and importance of The Texas A&M University System research and intellectual property are attractive targets for theft and misappropriation by both outsider and insider threats. The Texas A&M University System implements tools and solutions to mitigate various threats to its research assets. One of the biggest threats facing The Texas A&M University System research and intellectual property is the threat posed Nation State-Sponsored Global Talents Recruitment Platforms.

Threat: Nation State-Sponsored Global Talents Recruitment Platforms

Although there are many ways to compromise personnel, one of the biggest threat vectors facing The Texas A&M University System research and intellectual property assets are its employees and contractors participating in the Nation State-Sponsored Global Recruitment Platforms. The platforms are often sponsored by the intelligence and security services of foreign governments, including most notably the governments of China, Russia and Iran. The goal of the Nation State-Sponsored Global Talents Recruitment Platforms is to entice employees, contractors, students and visitors to work for foreign-based research and academic institutions in exchange for large cash payments, attractive benefit packages, and “homeland” recognition and praise. Unfortunately, most participants in the Talents Programs steal the research data and other proprietary information from their U.S. employer to support their new roles in China, Russia or Iran.

In exchange for lucrative incentives and compensation packages, the Nation State-Sponsored Global Talents Recruitment Platforms expect participants to provide access to information assets owned by the U.S.-based employers that employ the “talents” in the United States. The illicit access and information collection activities often lead to the theft and misappropriation of trade secrets and other proprietary information owned by the U.S.-based victim organization for the benefit of the sponsoring foreign institution.

Risk Mitigation Proposal: Insider Threat Management Pilot Program

Pamir Consulting, LLC proposes to design, implement and manage a pilot program to assist The Texas A&M University System identify and assess the scope and scale of the Nation State-Sponsored Global Talents Recruitment Platform threat facing its research assets. Pamir proposes that the pilot program run for six (6) months from March 2018 to August 2018.

As part of the pilot project, Pamir will deploy its proprietary 149™ DLP Nation State Threat Finder (149™) solution into existing The Texas A&M University System Data Loss Prevention (DLP) software solutions to identify The Texas A&M University System personnel behavior that indicates involvement with Nation State-Sponsored Global Talents Recruitment Platforms. The 149™ tool is a proprietary collection of keywords, URL addresses, and email domains that represent known or suspected Nation State-Sponsored Global Recruitment Platform activities. Pamir routinely updates the threat intelligence included in the 149™ solution based on dynamic Talents Recruitment threat information surfaced through Pamir’s proprietary incident analysis and global investigations. The 149™ solution is unique in the User Behavior Monitoring (UBM) industry as Pamir provides its solution to look for suspicious activities in Chinese, Farsi, Russian, and English languages.

Pamir will provide its advisory services via Program Manager, Nation State Threat Risk Assessment Subject Matter Expert(s), and dedicated/embedded Insider Threat Analyst roles to coordinate the pilot project with The Texas A&M University System stakeholders. Pamir will also leverage its unique approach to the incident management process and provide assessment on the behaviors and incidents

surfaced by the 149™ solution. Pamir assessment reporting will include a description of the relationship between The Texas A&M University System personnel and the Talents Programs, an assessment of the specific Talents Program involved, an assessment of the research area being targeted, and a link analysis chart of the relationships of the persons surfaced.

Performance Period: March – August 2018

About Pamir

Pamir Consulting LLC is an independent business advisory firm headquartered in the Washington, DC area with an extension office in Austin, Texas that specializes in Insider Threat Management-as-a-Services, business intelligence & investigations, government affairs, and intellectual property and brand protection, primarily in China. Company principals, executives and consultants are comprised of former executive-level U.S. government officials from federal law enforcement, diplomatic security and the intelligence community. Pamir discretely assists Fortune 500 companies, University Systems, Research Institutions, and Government Agencies (Federal and State) in the design, implementation, and management of enterprise risk management solutions that reduce the likelihood and impact of trade secret and proprietary information loss, theft and misappropriation.

- Pamir Consulting is owned, operated and supported by a group of individuals who collectively have over **300 years** of direct experience working on China issues, including over **135 years** residing and working in China.
- Eight Pamir associates and principals either led or supported U.S. government Intelligence and Law Enforcement efforts to defend against Chinese intelligence penetration of the U.S. government and U.S. corporations.
- Pamir associates and principals have created Insider Threat Management Programs, Trade Secret Protection Programs, and other Enterprise Security Risk Management Programs for corporations and university systems. This experience is unique to Pamir and not found in other advisory firms.
- Pamir abides by all U.S. laws including FCPA, while conducting our work overseas.

About Our Insider Threat Management Program Experts

Pamir has a cadre of Insider Threat Management Subject Matter Experts (SMEs) that will be leveraged to support this engagement. The following SMEs will constitute the project team to provide their support and expertise to ensure project success:

Allen L. Phelps

Keith E. Riggin

Brooke A. McNierney

Rudy T. Guerin

Bruce E. Carlson

Kelly Erhard

Please see the biographical summaries at the end of the document for more information.

Professional Fees & Expenses

PROFESSIONAL FEES	PROJECT DELIVERABLES	CONSULTING RESOURCES
<p>\$186,600 to implement the 149™ DLP Nation State Threat Finder keyword intelligence solution</p> <p>Invoiced monthly. 30-day payment terms.</p>	<ol style="list-style-type: none"> 1. Implement the Pamir proprietary 149™ DLP Nation State Threat Finder keyword intelligence solution into The Texas A&M University System Data Loss Prevention (DLP) software. 2. Manage and assess the results of the 149™ DLP Nation State Threat Finder keyword intelligence solution implementation. 3. Provide monthly reporting on the pilot project findings and Assessment of incident management issues. 	<p>Allen Phelps</p> <p>Keith E. Riggin</p> <p>Brooke McNierney</p> <p>Rudy T. Guerin</p> <p>Bruce E. Carlson</p> <p>Kelly Erhard</p>

<p>Pamir contact for questions about billing related to this Statement of Work:</p>
<p>Greg Eaton – COO & CFO Pamir Consulting, LLC. 501 Church St NE Suite 210 Vienna, VA 22180 Phone: 703-319-9646 Email: gregory.eaton@pamirllc.com</p>

CERTIFICATION

The Client and Pamir have caused this proposal to be executed by their duly authorized representatives as of the date written below.

Accepted and agreed February 22, 2018:

The Texas A&M University System

By: _____

Printed Name: _____

Title: _____

Pamir Consulting, LLC

By: _____

Printed Name: Allen L. Phelps

Title: Vice President, Insider Threat Management Practice

Consulting Resources: Biographies

Allen L. Phelps, CPP, CFE, PCI, CISA (Program Manager)

Allen Phelps is a board-certified corporate security professional that has focused his career on establishing Insider Threat Management Programs and Trade Secret Protection Programs. Mr. Phelps most recently established the Insider Threat Management Program/Trade Secret Protection Program at Merck & Co., a large innovative research-based pharmaceutical company. Mr. Phelps successfully implemented and managed the full-scale, global Insider Threat Management Program focused on trade secret protection which has been cited as the best-in-class security program focused on the safeguarding of pharmaceutical trade secrets (chemical and biological).

Mr. Phelps served almost two decades with Central Intelligence Agency (CIA) in various roles, including as an Operations Officer focused on the recruitment of scientific and research targets worldwide. Mr. Phelps also focused on counterintelligence, counterterrorism and counterproliferation issues during his CIA tenure.

Mr. Phelps holds a Bachelor's degree in Business Administration from University of Wisconsin at Platteville. He also earned a Master's degree in Security and Safety Leadership from The George Washington University, as well as its coveted Graduate Certificate in Strategic Cyber Security Enforcement. The GW Security and Safety program provides its graduates with the superior training, decision-making skills and strategic capabilities necessary for leadership in security policy, cybersecurity policy and converged security operations necessary to protect critical information assets, including trade secret information, from loss, theft and misappropriation.

Mr. Phelps is Board Certified in Security Management and attained the coveted Certified Protection Professional (CPP) and Professional Certified Investigator (PCI) designations as awarded by ASIS International. He also attained the Certified Fraud Examiner (CFE) designation as awarded by the ACFE. Allen also successfully completed the Certified Information Systems Auditor (CISA) designation as awarded by ISACA.

Keith E. Riffin (Subject Matter Expert)

Keith E. Riffin is a co-founder and managing director of Pamir Consulting, LLC. Considered a leading expert on China, Keith is fully conversant in Mandarin Chinese. In addition to having been raised in Asia, he held various private and public sector jobs in Southeast Asia prior to being recruited into the United States Central Intelligence Agency (CIA), Directorate of Operations. Following extensive area and intelligence operational and management training, he rose to the top ranks of the Senior Intelligence Service, retiring in 2006 after 24 years of service. During his career in the Directorate of Operations at the CIA, Keith served in several key command positions in various countries in Asia as well as at CIA's Langley Headquarters, when he established himself as one of the CIA's most distinguished experts on China related issues.

Brooke A. McNierney (Insider Threat Analyst)

Brooke McNierney is a Senior Insider Threat Management Analyst supporting client engagements for Pamir Consulting, LLC. Brooke provides direct incident management and investigation analysis to assist clients make sense of information, including big data, trends and patterns. Brooke is a seasoned intelligence analyst that has focused her career on the Insider Threat Management issue across the public and private sectors, including senior analyst roles in the Department of Defense (DoD) sector, as well as the Financial Sector (FS) and Pharmaceutical/Healthcare industries. Brooke leads client engagements that identify, assess and manage Insider Threat Incidents, as well as directly mitigates Insider Threat

Risks via investigation protocols. Brooke is proficient with the data mining tools, insider threat management tools, case management software, and visualization tools deployed as part of the Pamir Insider Threat Management-as-a-Service. Brooke also leads our Insider Threat Analysts Training Program that trains and mentors developing insider threat analysts.

Brooke earned a Doctoral degree in Law & Policy from the Northeastern University in Boston, as well as holds an MS degree in the Administration of Justice and an BS degree in Intelligence Studies.

Bruce E. Carlson (Subject Matter Expert)

Bruce Carlson is a senior consultant with Pamir Consulting LLC. In 1982, he began working as a Special Agent with the Federal Bureau of Investigation and was assigned to the Washington Field Office (WFO), Washington, D.C. Over the next decade, he was involved in numerous operations against major foreign counterintelligence and counterespionage targets, domestically and overseas. While at WFO, Bruce was also a member of the SWAT team, a firearms instructor and a defensive tactics instructor.

In 1998, Bruce was reassigned to the Counterintelligence Division, FBIHQ, as a Supervisory Special Agent, assigned to the East Asia Section. In this capacity, he was involved with the FBI's counterintelligence program as it related to China and several other Asian countries. Bruce also spent four years detailed to the CIA, Directorate of Operations, East Asia Division, where he became a senior manager in worldwide operations.

After returning from the CIA in 2003, Bruce became the Assistant Section Chief, East Asia Section, Counterintelligence Division. Three years later, he was selected to become Section Chief and a member of the Senior Executive Service. In this position, he had oversight and responsibility for the FBI's entire China counterintelligence program. He held this position until August 2008, when he retired with 27 years of government service. Bruce joined Pamir in September 2008.

A native of Northern California, Bruce received both a Bachelor's and a Master's degree in Chinese Language and Literature from San Francisco State University. Two of these years he spent studying and living in Taiwan. He speaks, reads and writes Mandarin Chinese.

Ronald T. "Rudy" Guerin (Subject Matter Expert)

Mr. Ronald T. "Rudy" Guerin is a principal and managing director of Pamir Consulting. Mr. Guerin joined Pamir after 30 years of service in the FBI where he held the position of Acting Deputy Assistant Director for Operations, Counterintelligence Division at the FBI headquarters in Washington D.C.

Mr. Guerin was assigned to several sensitive counter-intelligence investigations including the Larry Wu-Tai Chin espionage investigation. He was also the case agent in a double agent operation that resulted in the expulsion of two PRC diplomats from the United States. In 1991, Mr. Guerin received the prestigious National HUMINT Collector award from DCI William Webster for his efforts.

In 1993, Mr. Guerin was assigned to the Aldrich Ames espionage investigation that resulted in the arrest and conviction of Ames and his wife, Rosario. In 1995, while assigned to the Earl Pitts espionage investigation, Mr. Guerin became a supervisor in the Washington Field Office. In August 1996, Mr. Guerin became supervisor of an International Terrorism Squad in the Washington Field Office. This Squad was the office of origin for the Bureau's HAMAS program. In April 1997, Mr. Guerin was re-assigned to the Chinese Counterintelligence Squad as supervisor. In 2002, Mr. Guerin and his squad received the Director's Award for Excellence in Counterintelligence Investigations.

In September 2001, Mr. Guerin was detailed to the National Counterintelligence Executive (NCIX). In this position, Mr. Guerin engaged the Counterintelligence Community to develop a national counterintelligence strategy on an annual basis.

In May 2002, Mr. Guerin was appointed as Section Chief to the East Asia Section, Counterintelligence Division, FBIHQ. In this position, Mr. Guerin was in charge of the FBI's China counterintelligence program. During this time, he was involved in the Katrina Leung, JJ Smith matter. He was also instrumental in the Bureau obtaining concurrent jurisdiction for export control violations in counterintelligence matters, which has led to the arrest of over 50 people since November 2004.

From February 2006, Mr. Guerin was named the Acting Deputy Assistant Director for Operations, Counterintelligence Division, FBIHQ, which he held until his retirement on June 30, 2006.

Kelly Erhard (Insider Threat Analyst)

Kelly Erhard is a Senior Intelligence Analyst at Pamir Consulting, LLC, supporting international background investigations, due diligence reporting and Insider Threat Incident Management. Kelly previously worked at GreenPoint Group, a U.S.-China strategic advisory firm whose clients ranged from Fortune 500 companies to start-ups and non-profits. While at GreenPoint Group, Kelly directed client deliverables, research, and business development initiatives, and supported company operations. Kelly has previous policy and research experience at the Embassy of Canada in Washington, DC and the U.S. Consulate in Montreal. She has a BA in International Development Studies, French, and Chinese from McGill University in Montreal, with language study at Peking University in Beijing. Kelly speaks Mandarin Chinese and French.

EXHIBIT B – INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), 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 TAMUS. By requiring such minimum insurance, the Owner 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 TAMUS at least ten days before the effective date of the cancellation.

Insurance:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker’s Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employeee \$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 TAMUS. 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;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured’s.

C. <u>Commercial General Liability</u>	
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 will 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

D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, PROVIDER agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

E. PROVIDER will deliver to TAMUS:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Additional evidence of insurance will be provided 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.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to TAMUS at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to TAMUS ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

Any deductible or self-insured retention must be declared to and approved by TAMUS prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following TAMUS contact in Section 8U.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TAMUS in writing, except as may be noted.