

AN AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES  
AND ISAACSON, MILLER, INC.

This Services Agreement (“Agreement”) is entered into and effective September 22, 2020 (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the state of Texas, and Isaacson, Miller, Inc. (hereafter referred to as “PROVIDER”). A&M System and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

A&M System and PROVIDER hereby agree as follows:

**1. SCOPE OF WORK**

PROVIDER will provide executive search services to the A&M System (“Scope of Work”). The Scope of Work is further described in Exhibit A, attached hereto.

**2. TERM OF THE AGREEMENT**

The term of this Agreement shall begin September 22, 2020, and will extend until the completion of the Scope of Work.

**3. PAYMENT TERMS**

- A. For the services rendered under this Agreement, A&M System shall pay PROVIDER as outlined in Exhibit B to this Agreement. The Parties agree that Base Compensation will be in an amount not to exceed \$350,000. This amount can be later amended if agreed to in writing by both parties. All reimbursement for Direct Expenses must be approved by the A&M System.
- B. PROVIDER will invoice A&M System monthly for the compensation described in Exhibit B. For reimbursement of reasonable Direct Expenses, as further described in Exhibit B, PROVIDER’S invoice(s) must include supporting documents. Payment will be made to PROVIDER only upon approval of such invoice(s) by A&M System. 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 30<sup>th</sup> 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 A&M System 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 A&M System 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, A&M System 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 A&M System.
- B. A&M System may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.

#### **5. CONFIDENTIAL INFORMATION**

PROVIDER agrees that any information supplied to PROVIDER or collected by PROVIDER for use in completing the Scope of Work under this Agreement will be kept in confidence and not disclosed to third parties or released for publication without the prior written consent of the A&M System. The foregoing obligation of confidentiality shall not apply to any information disclosed to PROVIDER by the A&M System or other parties that (a) was already in the possession of PROVIDER as evidenced by existing documentation, prior to the receipt of the information from A&M System or others; (b) which is now or during the term of this Agreement becomes generally available to the public on a non-confidential basis through no fault or failure to act on the part of PROVIDER; (c) is disclosed to PROVIDER by third parties having a bona fide right to make such disclosure; or (d) is ordered produced or disclosed by a court or administrative body of competent jurisdiction, the Attorney General of Texas, or otherwise required by law.

#### **6. PUBLIC INFORMATION**

- A. PROVIDER acknowledges that A&M System 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 A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- C. PROVIDER acknowledges that A&M System 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.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

## 7. 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 A&M System 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, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

## 8. INSURANCE

Insurance requirements are stated in Exhibit C, attached hereto.

## 9. MISCELLANEOUS

- A. **Indemnification.** PROVIDER agrees to indemnify and hold harmless A&M System 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 A&M System. A&M System 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 A&M System 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 A&M System 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 A&M System.
- 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 <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. 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](mailto:jzimmermann@tamus.edu) for assistance in determining available HUB subcontractors and proper completion of the HSP.

- M. **Force Majeure.** Neither Party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or

damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

- N. **Loss of Funding.** Performance by A&M System 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, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System.
- 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 A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- Q. **Non-Waiver.** PROVIDER expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System 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.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is 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 Purchase Order may be terminated if this certification is or becomes inaccurate.
- U. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- V. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- W. **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. A&M System 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:

A&M System:           The Texas A&M University System  
                                   301 Tarrow St., Suite 273  
                                   College Station, Texas 77840  
                                   Attention: Jeff Zimmermann  
                                   Phone: (979) 458-6410  
                                   Fax: (979) 458-6250  
                                   E-mail: [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu)

PROVIDER:             Isaacson, Miller, Inc.  
                                   263 Summer St.  
                                   Boston, MA 02210  
                                   Phone: 617-933-1858  
                                   Email: [jfahy@imsearch.com](mailto:jfahy@imsearch.com)

- X. **Not Eligible for Rehire.** PROVIDER is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

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 

BEDCDB89EA78479...

Billy Hamilton

Deputy Chancellor & Chief Financial Officer

9/23/2020 | 12:03:22 CDT

Date

**Isaacson, Miller, Inc.**

By 

9/23/20

Date

## **EXHIBIT A – SCOPE OF WORK**

Isaacson, Miller shall perform the following as part of its engagement for executive search services for the next President of Texas A&M University:

- Assist specific University search committees in developing a position description that will optimize a strong and productive pool of candidates.
- Place appropriate advertising of the position that will maximize the exposure of the position to the highest quality pool of candidates.
- Act as contact for communication with persons nominating candidates or applying for the position
- Identify potential candidates in a confidential manner; use contacts and previous experience to identify potential candidates who would not apply themselves.
- Work with University search committees to gather letters of nomination and/or recommendation, including letters of nomination from University faculty and staff.
- Provide information on finalists' positions.
- Conduct routine and necessary background investigations of the top candidates, ensuring validity of stated credentials; determine interest and seriousness of candidate and anticipate obstacles or problems (salary, spousal placement, etc).
- Obtain additional confidential references on short-listed candidates.
- Assist the University search committees with scheduling interviews and making travel arrangements, whether on campus or off-campus, with selected candidates.
- Maintain contact with short list candidates, keeping them interested and keeping the University search committees informed of their other opportunities.
- Provide advice on making the offer.

Isaacson, Miller will provide all names and other relevant information about potential candidates to the University search committees. The firm or individual will be expected to maintain a high degree of confidentiality throughout the process. Media or other requests for information should be referred to the chair of the specific search committee. Providers of executive search services to the University are subject to the state's open records law.



**Texas A&M University  
President**  
Search Work Plan as of 9.21.20

<b>Definition</b> The case for Texas A&M and the hard work a new president must do.	
<b>Meeting with Search Committee Chair</b> IM to meet with Search Chair Elaine Mendoza in preparation of Launch Meeting.	<b>Tuesday, September 22</b>
<b>Launch Meeting (2 Hour Meeting with Committee)</b> Review the search process and timeline. Discuss the challenges, opportunities, and objectives for the position and begin developing a profile of the ideal candidate. Solicit suggestions of sources and candidates.	<b>Friday, September 25 Noon-2PM CDT</b>
<b>Scoping Meetings</b> Isaacson, Miller meets with Texas A&M Officers, the chancellor, individual members of the search committee as identified by the client, the regents, and other key stakeholders ( <i>one-hour meetings</i> ).	<b>Weeks of September 28 and October 5</b>
<b>Finalize Position Profile and Search Schedule</b> Final approval of the public “scope” document and advertising text and plan. Confirm the search schedule. Texas A&M and IM will post the final position profile to their respective websites. TAMU’s website will link directly to IM’s site where browsers are invited to submit candidate nominations and search inquiries.	<b>Week of October 12</b>
<b>Weekly Progress Reports</b> IM to meet with Dr. Hallmark and Jill Woodall to provide search updates.	<i>Ongoing</i>
<b>Discovery</b> Building a strong pool of candidates.	
<b>Nominations from Community</b> Texas A&M and IM post the position profile to their website(s) and invite nominations.	<i>Ongoing</i>
<b>Fundamental Research</b> IM generates list from appropriate roles and institutes from which candidates could emerge.	<i>Ongoing</i>
<b>Sourcing and Networking</b> IM contacts sources and potential candidates and notes impressions and recommendations to develop a list of “Active Prospects” and “Preliminary Candidates” in preparation for the first presentation.	<i>Ongoing</i>
<b>Meeting with Search Committee Chair</b> IM to meet with Search Chair Elaine Mendoza to prepare for the First Presentation.	<b>Week of November 9</b>
<b>First Presentation: A Work in Progress (3 Hour Meeting with Committee)</b> Presentation of active prospects and preliminary candidates to the search committee. This is also an opportunity to share insights gleaned from initial networking and to review models for the ideal candidate. Planning meeting with search committee chairs one week prior.	<b>November 17 or 18</b>

<b>Candidate Interviews by Isaacson, Miller</b> IM interviews candidates in person, records challenges and accomplishment in the course of the candidates' career and makes recommendations for the search committee in preparation for the second presentation.	Ongoing
<b>Public Records Search</b> IM conducts a public records search on candidates in preparation for the second presentation.	Ongoing
<b>Meeting with Search Committee Chair</b> IM to meet with Search Chair Elaine Mendoza to prepare for the Second Presentation.	Week of December 7
<b>Second Presentation: Review and Selection of Candidates (3 Hour Meeting with Committee)</b> Presentation of full candidate pool via Box.com to the search committee. Search committee selects pool of candidates (6-8 semi-finalists) to interview.	December 17 or 18
<b>Selection</b> Semifinalist interviews, references, finalist visits, and final selection.	
<b>Meeting with Search Committee Chair</b> IM to meet with Search Chair Elaine Mendoza to prepare for the Semi-Finalist Interviews.	Week of January 4
<b>Semi-finalist Interviews by Client (2 Consecutive Interview Days with Committee, 1 Back-Up Date)</b> Search committee interviews candidates and selects finalists.	Week of January 18
<b>Checking References</b> IM conducts extensive references on each finalist candidate and reports findings to the search committee chair.	After SF Interviews and through the finalist stage
<b>Negotiations over terms</b>	After SF Interviews and through the finalist stage
<b>Finalist Interviews and Visits</b> Texas A&M arranges meetings for the finalists with chancellor and regents.	Week of February 1
<b>Final Selection</b> Review of references and evaluation materials and selection of the preferred candidate.	February 2021
<b>Offer/Acceptance</b> Isaacson, Miller helps, as appropriate, with the transition of candidate to employee.	February 2021

## **EXHIBIT B – COMPENSATION AND BILLING**

For performance of the Scope of Work described in Exhibit A, Isaacson, Miller will be compensated as follows:

1. Base compensation shall consist of one-third of the hired candidate's first year case compensation, with a minimum fee of \$60,000. Compensation includes salary, special deferred executive compensation, signing and performance bonuses – but not contributions to federally qualified pension plans that are available to all employees.
2. Isaacson, Miller will invoice the compensation described in No. 1 above in three (3) equal installments based on an estimate at the start of the search and make any necessary adjustments at the conclusion. This amount will be billed at the time the search begins and at 30 and 60 days thereafter.
3. Isaacson, Miller will be reimbursed for reasonable Direct Expenses, which include actual costs of candidate and consultant travel, meals and lodging with the interviewing and selection process and with visits to the client; advertising; and videoconferencing. These expenses will be billed separately on the last day of each month. Direct Expenses run on average 15% of the total professional fee.
4. Isaacson, Miller will be reimbursed for Indirect Expenses, which cover administrative support costs. Such expenses include communications and web portal applications, postage and courier deliveries, printing and production, public research, references and background checks and usage of IM's proprietary database Searchlink. Charge 11% of the retainer to cover Indirect Expenses and include this with the billing of the three monthly amounts.

## **EXHIBIT C – 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 A&M System. 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 A&M System at least ten days before the effective date of the cancellation.

### **Insurance:**

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
<b>A. <u>Worker's Compensation</u></b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. 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.

<b>C. <u>Commercial General Liability</u></b>	
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 or cancellation of this Agreement.

- E. PROVIDER will deliver to A&M System:

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 A&M System 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 A&M System 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 A&M System 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 emailed to the following A&M System contact in [SOProcurement@tamus.edu](mailto:SOProcurement@tamus.edu).

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