



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

This Master Agreement (the “Agreement”) is effective as of Upon Execution by and between Cizek Associates Inc., a corporation with offices located at 2415 East Camelback Road, Suite 700, Phoenix, Arizona 85016 (“Supplier”), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (“E&I”), hereinafter collectively referred to as the “Parties” or individually to as the “Party”.

This Agreement has been established based on RFP#EI00134~2022RFP for Executive Search & Recruitment Services, all addenda, Supplier response, best and final offer, and negotiations.

I. Scope

This National agreement shall apply to all E&I Member institutions (“Member”) (as listed in the Official Member List, as updated from time to time, to be provided to the Supplier), its divisions, subsidiaries and affiliates. In addition, if E&I elects to participate in the Agreement, they shall be considered a Member.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Members. Any purchases made under this Agreement shall be made by the individual participating Member and any resulting contract shall be between the Member and the Supplier.

II. Term of Agreement

The Agreement’s initial term shall be for five (5) years (“Initial Term”), effective Upon Execution through 04/01/2028, and may be renewed for a Renewal Term not to exceed five (5) years. Prior to the end of the Initial Term, and for each successive Renewal Term, the Agreement will be evaluated in overall context and performance. Exercise of any renewal will require formal written notification and mutual agreement between E&I and Supplier at least one (1) year prior to Agreement expiration.

III. Pricing

The pricing/discount percentage for the products and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement for the Initial Term of the Agreement and any Renewal Terms thereafter, unless amended by the Parties. Prices shall remain firm for at least the first twenty-four (24) months of the Agreement Initial Term unless improved for the benefit of Members. Supplier is authorized to offer Members enhanced pricing on a case-by-case basis or under a Member Specific Agreement (“MSA”) and both shall be considered part of this Agreement. Any variances in pricing for Members shall be reported to E&I’s applicable Contract Manager.

After the first twenty-four (24) months of the Agreement Initial Term, the Supplier may request pricing and/or discount changes or increases. With any price increase request, the Supplier must certify in writing that the price change request meets the criteria in Section B10 and shall be accompanied by justification for any increase to include, but not limited to, manufacturers’ national price increase announcement letter, a complete and detailed description of the specific products and/or services impacted and by what percentage, a complete and detailed description of the specific raw materials and/or other specific costs that have increased that substantiate the increase, index data and any other relevant information to support the increase. Price increases must be approved by E&I no less than ninety (90) days in advance for proper communication to Members and must be memorialized in writing and signed by both parties with an amendment. Under no circumstances shall price increases requests be made more than once in a twelve (12) month period.



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Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

IV. EDGAR Provisions

Supplier certifies compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Attachment C, Supplier's response to RFP# EI00134~2022RFP EDGAR Certifications requirements.

V. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting Member, the terms and conditions contained herein shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect.

VI. Entire Agreement

This Agreement together with the Attachments annexed hereto, constitutes the entire agreement between the parties and except as set forth in paragraph B37 hereof supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act may only be released after execution of this Agreement.

VII. Member List

The E&I Official Member List will be sent to the Supplier via an electronic file from E&I's Member Success Team upon execution of this Agreement.

VIII. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

SIGNATURE PAGE TO FOLLOW



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April 1, 2023

Cizek Associates Inc.
Supplier

E&I Cooperative Services, Inc

DocuSigned by:

Sheila Lehker

DocuSigned by:

Jill M Schunk

E1C879E44A4346D...

080F5FC1174746E...

Signature

Signature

Sheila Lehker
Printed Name

Jill Schunk
Printed Name

President
Title

Sr. Vice President, Sourcing
Title

4/7/2023 | 10:41 AM EDT
Date

4/7/2023 | 2:16 PM EDT
Date



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Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

**Attachment A
Pricing/Discount Schedule**

Executive Search Services:

Flat fee is based on 30% of the mid-point compensation range for the position billed in three installments.

Out-of-pocket expenses: may include outside research, consultant travel expense, interview expense, outside reference checking, assessments, and support services. Out-of-pocket expenses are reimbursable and are billed in similar fashion or as negotiated between Supplier and Member.

2% discount applies for an additional engagement started within 12 months of the last completed engagement for a Member. For three or more searches for the same Member in any 12-month period, a flat fee of 25% will apply to subsequent searches. Provided a Member conducts more than one search in any 12-month period, the discounted flat fees apply.

Executive Onboarding Coaching

6 months	\$4,000
12 months	\$6,000

Executive Coaching

6 months	\$6,000
12 months	\$10,000

Executive Talent Development

Offer a variety of custom workshops, masterminds, and presentations on Professional Development such as Developing an Agile Team, Team Effectiveness, and Persuasive Communication. Contact for needs and pricing.



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Master Agreement Number EI00267~2022MA
April 1, 2023

Relevant Terms

A1. Customer Support

Supplier shall provide a single point of contact plus a backup for each Member. This individual may support multiple Members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

A2. Orders/Purchases

All terms and conditions of Member's standard terms and conditions for ordering may apply. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all pricing, specifications, terms and conditions of the Agreement, to the extent that the terms and conditions are not inconsistent with the Members' terms and conditions or this Agreement.

A3. Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the Member. Invoices and payment terms must comply with the requirements of each Member. The Member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other Members shall be liable for the indebtedness of any one Member.

If a Member does not specify payment terms, the default payment term shall be no later than thirty (30) days after receipt of a valid invoice or delivery, whichever is later, and include invoicing at time of billing or delivery completion, whichever is later.

Discounts for prompt payment may be offered to any Member from the date of receipt and acceptance of products or services or the invoices, whichever is later. Supplier is encouraged to offer/propose discounts for expedited payment of invoices rendered under this Agreement. Negotiated discounts with Members for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis.

A4. Professional Fees

The professional fees shall be a fixed fee inclusive of direct expenses for an individual search. Supplier agrees in good faith to allow Members the right to negotiate the inclusive fixed fees at a lower percentage rate or a flat fee in accordance with their institutional standards and requirements not to exceed 25% of the recruited roles first year's annual salary, or \$250,000 whichever is the lowest. All fees payable in minimum of three consecutive installed payments.

A5. Indirect Expenses/Engagement Support Fee

The Supplier is responsible for all indirect expenses including, without limitation, research, initial background checks postage and internal telephone, fax, photocopying and basic report production.

A6. Direct Expenses

Supplier shall be entitled to reimbursement for direct expenses which are defined, but may be further defined or negotiated with Member, as reasonable out-of-pocket expenses, including advertising, professional printing services for extensive report production, courier services, travel expenses such as airline expenses (coach fare), hotels, meals, taxis, car rentals (compact class), and parking. Per Diem, and travel expenses shall not exceed the amount authorized as specified by Member. Supplier will only be reimbursed for reasonable and necessary travel expenses actually incurred in the performance of official duties in accordance with the provision of this Agreement. Supplier shall not seek reimbursement for expenses not incurred; expenses



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

provided free of charge; or expenses which will be paid or reimbursed from another source. Original itemized receipts (not credit card charge slips or statements) are required for reimbursement of expenses (e.g., airfare, hotel, car rental, parking, taxis, etc.)

A7. Order Fulfillment, Distribution and Installation Agreements - INTENTIONALLY OMITTED

A8. Delivery – INTENTIONALLY OMITTED

A9. Member Specific Agreement (MSA)

Member and Supplier shall enter into a separate MSA (Retained Executive Search Agreement, Exhibit 1) to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any MSA developed is exclusively between the Member and Supplier. E&I, its agents, and employees shall not be made a party or parties to any claim for breach of such agreement. Supplier shall report any applicable MSA information to E&I upon request (pricing variation, start/end dates, etc.).

A10. Third Party Distributors/Subcontractors

If Supplier chooses to subcontract any service or deliverables under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of products, supplies or service and shall be at no additional cost to the Member.

A11. Substitutions – INTENTIONALLY OMITTED

A12. Minimum Orders – INTENTIONALLY OMITTED

A13. Supplemental Charges

Supplier shall be required to state, at the time of order or purchase where applicable, all supplemental charges that may be assessed in addition to the pricing for the products and/or services provided including additional shipping charges, cost of products, delivery, or any other charges incurred by the Member. If Supplier offers multiple pricing options (i.e. drop ship, inside delivery, delivered and installed) they shall be specified herein. Notwithstanding the foregoing, Supplier shall not assess any type of transaction/convenience fee for the acceptance of a credit card as a method of payment. Supplemental charges shall not be applied to entire pricing lists or discount tiers and shall not be applied Agreement-wide. Supplemental charges apply to individual orders or purchases only between the Supplier and Member.

A14. Emergency Purchases

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist and do not require a Letter of Participation as defined in B43. All emergency purchases shall be reported as regular sales to E&I. An Emergency Purchase, for the purposes of this Agreement, means a purchase made in a crisis situation where immediate action is required to prevent the possible loss of life or property or significant financial loss or environmental impacts. An emergency purchase may be made when the existence of an emergency condition creates an immediate and serious need for goods or services that cannot be met through normal procurement methods.

A15. Storage -INTENTIONALLY OMITTED



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

A16. Tracking Lost and Damaged Shipments – INTENTIONALLY OMITTED

A17. Returns – Defective and Non-Conforming Products or Services – INTENTIONALLY OMITTED

A18. General Certification

Member retains the right to cancel the engagement at any time, in which case Member obligation would be only for accrued expenses and fees up to the point of cancellation.

A19. Business Review Meetings

To maintain a partnership between the Member and the Supplier, Members may require business review meetings. These meeting may be held on a quarterly basis, or as agreed to by the Parties. The business review meeting may include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)
- Order or purchase summary over a specified period of time

A20. Reporting

At a minimum, the following reports shall be provided to Member, as requested, in an electronic format on a quarterly basis, or as negotiated:

Deliverables are outlined in the Retained Executive Search Agreement and may include ad hoc reports at the Members request.

A21. Employee Purchase Program – INTENTIONALLY OMITTED

A22. Samples – INTENTIONALLY OMITTED

A23. One Year Retention Guarantee

If candidates recommend by Supplier are rejected, Supplier will conduct another search, charging only out- of-pocket expenses. It is Suppliers goal to complete the Member search successfully. If, due to circumstances within Supplier's control (e.g. material facts falsified and presented as true), a successful candidate leaves the Member institution's employ within 12 months of his/her start date, Supplier will conduct another search free, charging only out-of-pocket expenses. If extenuating circumstances are present and a candidate leaves within the first 12 months of employment, Supplier will make every effort to craft a solution that will satisfy Member needs. Continuation or restart of a search must begin within 12 months of the conclusion of the original search.

A24. Non-Solicitation/Non-Compete

Supplier will not solicit interest from a placed candidate for a minimum of two years from the date of successful placement.



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

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Master Agreement

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Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

Attachment B

E&I General Terms and Conditions

B1. Interpretation, Enforcement and Forum of Laws

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides, and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, and interpreted solely in accordance with the laws of the State of New York, and the venue of any action shall lie in the appropriate federal or state courts located in the State of New York.

B2. Compliance with Laws

Supplier warrants and represents that in the performance of this Agreement, it has complied with and will comply with all applicable federal, state, and local laws, statutes, rules, regulations, and orders, including but not limited to, laws and regulations pertaining to labor, wages, hours, and other conditions of employment.

B3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to Members used for orders or purchases made under this Agreement, it is the responsibility of the Supplier and the Member to comply with all Federal Acquisition Regulations (FAR) and Educational Department General Administrative Regulations (EDGAR) applicable laws and regulations by completing any certifications and disclosures and any other requirements.

B4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

B5. Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

B6. Resale

If E&I and/or Member purchase any products for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or Member.

B7. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application, or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from any and all losses, expenses, claims or judgments, including reasonable legal fees, arising out of cases of such infringement.



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

B8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without the expressed written permission of the relevant party. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

B9. Transactions between Supplier and Member

The purchase of products and/or services by a Member from Supplier is a transaction solely between Member and Supplier. Supplier acknowledges that E&I makes no representation or commitment that any quantities will be purchased, or services utilized and agrees that E&I shall have no liability relating to Member decisions to purchase or not purchase Supplier products or to use or not use Supplier services. It is understood and agreed that if any litigation arises between Supplier and any Member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable legal fees.

B10. Education/Pricing Parity

The pricing and/or discounts established under this Agreement are to be equal to or less than those offered to other cooperatives or comparable consortiums serving education. If, during the Initial Term of this Agreement, including any Renewal Terms, Supplier offers more favorable pricing and/or discounts to other cooperatives or comparable consortiums, Supplier agrees to notify E&I in writing. Supplier agrees to immediately amend the agreement to reflect the more favorable pricing and/or discounts. E&I must be notified of any proposed changes ninety (90) days prior to their implementation.

B11. Responsibility for Damage Claims

The Supplier shall hold harmless E&I and the Member from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the work by the Supplier; or from claims or amounts arising or recovered under the "Workman's Compensation Law" or any other laws. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on its part or on the part of any of its employees, in the manner or method of executing the work; or from its failure to execute the work properly; until all claims have been settled and suitable evidence to that effect furnished to E&I and the Member.

B12. Protection of Property and Liability

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs as the result of operations under this contract, Supplier shall make appropriate restitution. If the Supplier fails to pay for damage, the amount of such damage may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

B13. Indemnification of E&I and Member

Supplier agrees to indemnify and hold harmless E&I and its Members from and against all liability, to the extent of and in proportion to, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from property damage or injuries incurred by or to any third party, the Member or its officers, agents, servants and employees by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any products and services furnished hereunder, excepting only



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

such liability as may result solely from the acts of negligence of the Member, E&I or its employees. Supplier, at the request of the Member and/or E&I, shall undertake to participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all suits and to investigate and participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees.

B14. Insurance

If service or other work is specified to be conducted on Member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insureds. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

B15. Licenses/Permits/Taxes and Tax-Exempt Status

Supplier shall be responsible for obtaining all permits, licenses, and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a non-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier shall collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

B16. Americans With Disabilities Act and Rehabilitation Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973 and applicable federal regulations. All electronic and information technology and products and services to be used by E&I Member institutions' faculty/staff, students program participants or other constituencies must be compliant with the Americans With Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective manner, with substantially equivalent ease of use.



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

B17. Compliance with Immigration Reform and Control Act of 1986

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

B18. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the Members. The Member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier shall comply with this tobacco-free policy. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

B19. Non-Appropriation of Funds

An order by a Member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

B20. Weapons, Explosive Devices and Fireworks

Supplier agrees that neither its employees or agents nor its subcontractors, their employees or agents shall use, possess, display, or store any weapon, explosive device or fireworks on all land and buildings owned, leased or under the control of E&I Member institutions or their affiliated or related entities, unless written permission is given by the commanding officer of the Member's police department or a designated representative. Notification by Supplier to all persons or entities who are employees, agents, officers, subcontractors, consultants, guests, invitees, or licensees of Supplier ("Supplier Notification Parties") is a requirement of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties.

B21. Equal Opportunity and Non-Discrimination

The parties will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including but not limited to the Americans with Disabilities Act. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The provisions of Section 202 of Executive Order 11246.41 CFR 60-1.1 CFR 60-250.4 and 41 CFR 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor. If applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

B22. Sexual Harassment

Title IX protects individuals from discrimination based on sex, including sexual harassment. E&I fosters an environment that is built on respect and free of sexual harassment. Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a Member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from Member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

B23. Employee Documentation

At any time during the term of the Agreement, a Member may require Supplier to provide a complete dossier of each employee who has been given an assignment at a Member institution. This may include employment history, education, job references, certificates and licenses, conviction records and documentation of random drug testing.

B24. Expropriation

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

B25. Compliance with Specifications – INTENTIONALLY OMITTED

Supplier also warrants that all of the services to be performed under this Agreement shall be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform, that Supplier owns or has sufficient rights in all products and services to be delivered by Supplier, that the products and services delivered by Supplier will not infringe upon or violate any intellectual property of any third parties, and that any code or software developed or delivered by Supplier under this Agreement will not contain any viruses, worms or other disabling devices or codes.

B26. Gratuities

Supplier represents and warrants that it has not offered, given, accepted, or promised gratuities, in the form of entertainment, gifts, or other incentives (financial or otherwise) to or from any officer or employee of E&I or any Member to secure this Agreement or to secure favorable treatment with respect to the awarding of this Agreement or any post-award activities, including potential Renewal Terms.

B27. Covenant Against Contingency Fees

Supplier represents and warrants that it has neither offered nor paid a contingency fee or other financial or similar incentive to any individual, agent, or employee of E&I or Member to secure or influence the decision to award this Agreement to Supplier.

B28. Suspension or Debarment

Supplier represents and warrants that the Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal, state, or local governmental entity.



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

Supplier represents and warrants that the Supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, and that Supplier is in compliance with all applicable statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

B29. Conflict of Interest

During the term of this Agreement, to include Renewal Terms, neither Party shall solicit for employment or contractor relationship any employee of the other Party who was engaged in or became known to the other because of the performance of this Agreement, provided that the foregoing shall not prohibit offers of engagement which result from general, non-targeted solicitations.

B30. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to ensure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any Member, as a result of such job action, shall be reimbursed by the Supplier.

B31. Force Majeure

Neither party shall be held responsible for delays, failures or any losses resulting from the performance of the terms of this Agreement where such performance is outside of the performing party's control by exercising reasonable diligence and which such party is unable to prevent. Such delays, failures or loss may include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, pandemic/epidemic, failure of public regulated utility or governmental statutes or regulations superimposed after the fact, or generalized lack of availability of raw materials or energy; provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic, which is ongoing as of the date of the execution of this Agreement. The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure, and that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and provided that such party shall have given notice to the other party within forty-eight (48) hours of the commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause, and its possible consequences. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

B32. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

B33. Termination for Convenience

E&I may terminate this Agreement for any reason (convenience) without penalty or liability of any kind by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the Supplier.

B34. Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

B35. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

B36. Holdover Clause

Supplier shall continue to provide products and services pursuant to any quotation, purchase order, or MSA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA, not including evergreen or automatic renewal periods ("Holdover Period"). The terms and conditions of this Agreement shall remain in effect for the duration of the Holdover Period.

B37. Independent Audit

Members may, for a period of three years after expiration of this Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. The audit will be conducted by Member and/or its designee. Supplier shall provide Member with access to records. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

B38. Open Records

All information, documentation, and other materials submitted by Supplier in response to the solicitation or under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the Members.

B39. Student Educational Records.

Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Member or as otherwise provided by law.



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

B40. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

B41. Limitation of Liability

Supplier agrees that E&I shall have no liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages or multiple damages arising out of or in connection with this agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise.

B42. Letter of Participation

Members will complete an online form (“Letter of Participation”) indicating their desire to purchase products and/or services offered under this Agreement. The content and format of the Letter of Participation is at the sole discretion of E&I. At a minimum, the Letter of Participation will contain the following fields: First Name, Last Name, Title, Institution Name, Business Unit, Primary Role, Phone, E-mail, and Supplier.

The Letter of Participation shall supersede any previous Member declaration for the purchase of product and services, unless otherwise specified, and will remain in effect during the term of this Agreement, including any Renewal Terms and extensions. Supplier shall provide E&I an email address and point of contact for the receipt of Letters of Participation prior to Agreement launch.

Upon receipt of the Letter of Participation, Supplier shall link all Member accounts, existing and new, to the E&I Agreement within 4-7 business days and credit all future purchases to Member and E&I whether an existing or new client of Supplier (“Alignment”); provide E&I Member a confirmation email message within 48 business hours of its receipt of the Letter of Participation; and send E&I Member a final confirmation email message once the new or existing account(s) is/are Aligned to the Agreement. For the avoidance of doubt, applicable Statement of Work (SOW) and/or MSA execution or finalization is not required for Alignment to be complete.

Notwithstanding the forgoing, any Members who are existing customers of Supplier will automatically be converted to this Agreement (unless the Member elects to opt out through written notification). The effective date of this automatic conversion shall be the effective date of this Agreement.

B43. Confidentiality

In the course of the performance of this Agreement, either party (the “Recipient”) acknowledges that its employees may, in the performance of the Agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other party (“Owner”). Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party without the written consent of owner or unless required by law, regulation, or accounting oversight body. “Confidential Information” means information, including hard copy or electronic form, written or oral, which a reasonable person would consider to be confidential in nature. Confidential Information does not include information that (1) becomes public through no breach of Recipient; (2) Recipient rightfully receives from a third party without restriction; (3) Recipient develops it independently or already had knowledge of such information prior to disclosure by Owner; and (4) Owner gives to



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

any third party without confidentiality limitations. All Confidential Information will be considered trade secrets and will be entitled to all protections under the law for trade secrets. The parties' obligations under this section will survive the termination of this Agreement.

B44. Price Gouging Prohibited

Supplier shall not sell goods or services which are vital and necessary for the health, safety and welfare of consumers to a Member during a declared state of emergency at a price that is in excess of ten percent (10%) above the price that existed immediately prior to the declaration. A violation of this paragraph shall constitute a material breach of this Agreement and Supplier shall make prompt restitution to Member of the excessive amount charged.

A declared state of emergency means, for the purposes of this Agreement, a circumstance in which government officials determine that there is a threat to the safety of the citizens of the United States, or region thereof. During such a time, officials may implement procedures to protect or provide care for the affected population until the threat has diminished.

B45. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier with a copy thereof furnished by email to the recipient's email address set forth below and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Jill Schunk
Senior Vice President, Sourcing & Contracts
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753
jschunk@eandi.org

If to Supplier: Sheila Lehker
Cizek Associates Inc.
2415 E. Camelback Road, Suite 700
Phoenix, AZ 85016
602-553-1066
sheila@cizekassociates.com

B46. Data Security and Privacy

Supplier agrees that it shall protect the data it receives from or on behalf of E&I and Member at all times in accordance with the Agreement. Supplier shall follow all applicable laws and all relevant publicly posted policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the services being provided. Supplier shall provide true and correct copies of all current privacy policies adopted by Supplier in connection with their operations, when requested. Where applicable, Supplier has (i) complied with all any applicable law related to the protection, privacy and security of sensitive personal information, including, but not limited to, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), General Data Protection Regulation (GDPR), and any similar federal, state or foreign law and other laws regarding



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

the disclosure of data, (ii) not violated its applicable privacy policies and (iii) taken commercially reasonable steps to protect and maintain the confidential nature of the personal information provided to the Supplier in accordance with its applicable privacy policies.

B47. Compliance with Member Policies

While at Member’s premises, Supplier personnel shall (i) comply with Member’s requests, rules, and regulations regarding personal and professional conduct (including the wearing of an identification badge and adhering to regulations and general safety, dress, behavior, and security practices or procedures) generally applicable to such premises and communicated to the Supplier, and (ii) otherwise conduct themselves in a businesslike and professional manner. If requested by Member, Supplier shall have all applicable Supplier personnel execute acknowledgement of Member’s conduct and other policies.

B48. Supplier Diversity

Supplier agrees to make good faith efforts and endeavors to recruit an inclusive, and diverse qualified pool of talent. Supplier shall provide a written statement regarding their procedures for collecting EEO data from applicants and provide the reason an applicant was removed from consideration (Examples: lack of knowledge, lack of experience, candidate withdrew, etc.). Supplier shall submit the aforementioned upon completion of the selection process. Supplier agrees to provide reports to E&I and the amount of such diversity services in connection with the Agreement where possible. E&I reserves the right to audit compliance with these requirements on reasonable advanced notice at the expense of E&I.

B49. Member Incentive Program - Rebates

If a Member is unable to or elects not to participate in any member-direct rebate program, the Supplier shall offer an alternative incentive program tailored to the Member’s needs and applicable state and/or federal requirements (i.e. additional discount “in-kind” services, equivalent credit or discount towards future purchase, etc.). Supplier shall provide documentation to E&I, for historical reference and record keeping, of any Member-elected alternative rebate structure. Member will be given flexibility to change their institutions’ rebate program or alternative incentive program if necessary or applicable.

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Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

Attachment C
EDGAR Certifications

General Certification

CERTIFICATION OF AUTHORIZATION, PERMITS, AND BUSINESS CERTIFICATES REQUIREMENT

For the duration of the Contract, Supplier must have and maintain current licenses, permits, fees, business certificates and similar authorizations required by the respective city, county, state, and federal government to conduct business and provide awarded products and/or services to the Members. Upon the request of E&I or Members, Supplier shall provide copies of all licenses, business certificates permits and fees as being paid and current that are required to do business by the city, county and state for the type of business Supplier provides, or seeks to provide, to the Members.

Supplier understands and agrees to abide by the Authorization, Permits, and Business Certificates Requirement above. Supplier certifies that it has all current licenses, certificates, similar authorizations required to conduct business and/or provide awarded products and/or services to the Members.

____SL____ Initials of Authorized Representative of Supplier

CERTIFICATION OF INSURANCE REQUIREMENT

I, the undersigned Supplier, do hereby certify that I shall maintain all insurance policies required by and in accordance with this RFP. I further understand and agree that I must make the certificates of insurance and insurance policies available to E&I and Members upon request.

____SL____ Initials of Authorized Representative of Supplier

CERTIFICATION OF NON-COLLUSION STATEMENT

I, the undersigned Supplier, do hereby certify that:

- a) All statements of fact in such proposal are true.
- b) Such Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c) Such Proposal is genuine and not collusive or sham.
- d) Supplier has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the E&I or Members or of any other bidder or anyone else interested in the proposed procurement.




Master Agreement

Cizek Associates Inc.
 Executive Search & Recruitment Services
 Master Agreement Number EI00267~2022MA
 April 1, 2023

- e) Supplier did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f) Supplier did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g) Supplier did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to E&I, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.
- h) Supplier did not provide, directly or indirectly to any officer or employee of E&I any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i) No officer or principal of the undersigned Supplier is related to any officer or employee of E&I by blood or marriage within the third degree or is employed, either full or part time, by E&I either currently or within the last two (2) years.
- j) No officer or principal of the undersigned Supplier nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity.
- k) I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

_____SL_____ Initials of Authorized Representative of Supplier

SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Supplier Name	Cizek Associates Inc.		
Authorized Representative			
Signature:		Date:	March 8, 2023
Printed Name:	Sheila Lehker		
Title:	President		
Phone:	602-553-1066	Email:	sheila@cizekassociates.com



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

EDGAR Certification

When an E&I Member seeks to procure goods and services using funds under a federal grant or contract ("federal funds"), specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "new EDGAR"). All Suppliers submitting proposals must complete this EDGAR Certification Form regarding Supplier's willingness and ability to comply with certain requirements that may be applicable to specific E&I Member purchases using federal funds. This completed form will be made available to E&I Members for their use while considering their purchasing options. E&I Members may also require Supplier to enter into ancillary agreements, in addition to E&I's Master Agreement's general terms and conditions, to address the Member's specific contractual needs, including but not limited to, contract requirements for a procurement using federal funds.

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. Members will provide notification to Supplier, in writing, if federal funds are to be used and thus these requirements met.

Pursuant to 2 CFR 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to part 200, as applicable, which are detailed in this document. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I and Supplier in all situations where Supplier has been notified by Member (in writing) that Supplier is paid or will be paid with federal funds:**

For each of the items below, Supplier should certify Supplier's agreement and ability to comply, by having Supplier's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, E&I will consider Supplier's response as "NO," the Supplier is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of an E&I Member to purchase from the Supplier using federal funds.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Provisions regarding Supplier default are included in the E&I RFP Attachment B & Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Supplier violation and breach of contract terms.

____ SL ____ Initials of Authorized Representative of Supplier

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of termination for cause and/or termination for convenience. Provisions are included in the E&I RFP Attachment B & Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting this Proposal, you agree to these termination terms.

____ SL ____ Initials of Authorized Representative of Supplier

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier agrees that such provision applies to any Member purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Supplier agrees that it shall comply with such provision.

Pursuant to Federal Rule (C) above, when Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Supplier agree?

- Yes
 Not Applicable *

* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: not bidding on “federally assisted construction contract”

____ SL ____ Initials of Authorized Representative of Supplier

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier is conditioned upon Supplier’s acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does Supplier agree?

- Yes
- Not Applicable ***

* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: not bidding on, “contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States”

____ SL ____ Initials of Authorized Representative of Supplier



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Member expends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Member resulting from this procurement process.

Does Supplier agree?

- Yes
Not Applicable *

* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: do not employ mechanics or laborers
SL Initials of Authorized Representative of Supplier

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Supplier agree?

- Yes



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

Not Applicable *

* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: does not apply: "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"

____ SL ____ Initials of Authorized Representative of Supplier

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Supplier agree?

Yes

Not Applicable *

* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: not involved in work involved with these standards

____ SL ____ Initials of Authorized Representative of Supplier

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

Pursuant to Federal Rule (H) above, Supplier certifies that currently and during the term of an award for all contracts resulting from this procurement process, neither Supplier nor its principals is presently listed on government-wide exclusions in SAM, is not debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded from participation by any federal department or agency, other than under Executive Order 12549.

____ SL ____ Initials of Authorized Representative of Supplier

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Member, Supplier certifies that during the term and after the awarded term of an award for all contracts by Member resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

____ SL ____ Initials of Authorized Representative of Supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Member for any contract resulting from this procurement process, Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 (so long as Member provided notice, in writing, to Supplier that federal funds would be used, as required by E&I policy). Supplier further certifies that it will retain



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Member expends federal funds for any contract resulting from this procurement process, Supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Supplier agree?

- Yes
Not Applicable *

* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: no involvement in projects where Energy Policy and Conservation Act is applicable

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CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of E&I and its Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Supplier agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Supplier further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

SL Initials of Authorized Representative of Supplier



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Supplier certifies that Supplier is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules for free and open competition.

Does Supplier agree?

- Yes**
- Not Applicable ***

* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____
_____ SL__ Initials of Authorized Representative of Supplier

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

When federal funds are used, Supplier agrees that the Member’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier’s personnel for the purpose of interview and discussion relating to such documents.

_____ SL__ Initials of Authorized Representative of Supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

_____ SL__ Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH PROCUREMENT OF RECOVERED MATERIALS

Supplier agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

Does Supplier agree?



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

- Yes
Not Applicable *

* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability:
SL Initials of Authorized Representative of Supplier

CERTIFICATION OF PROFIT AS SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a member, supplier agrees to provide information and negotiate with the member regarding profit as a separate element of the price for a particular purchase. However, supplier agrees that the total price, including profit, charged by supplier to the member shall not exceed the awarded pricing, including any applicable discount, under Supplier's Cooperative Contract.

Does Supplier agree?

- Yes
Not Applicable *

* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability:
SL Initials of Authorized Representative of Supplier

CERTIFICATION OF GENERAL COMPLIANCE AND COOPERATION WITH E&I MEMBERS

In addition to the foregoing specific requirements, Supplier agrees, in accepting any Purchase Order from a Member, it shall make a good faith effort to work with members to provide such information and to satisfy such requirements as may apply to a particular Member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.


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Master Agreement

Cizek Associates Inc.
 Executive Search & Recruitment Services
 Master Agreement Number EI00267~2022MA
 April 1, 2023

SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Supplier Name	Cizek Associates Inc.			
Authorized Representative				
Signature:			Date:	March 8, 2023
Printed Name:	Sheila Lehker			
Title:	President			
Phone:	602-553-1066	Email:	sheila@cizekassociates.com	

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Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

Exhibit 1 – Sample Member Specific Agreement

Cizek Associates, Inc. will provide the following search services:

Discovery and Research

E&I Cooperative Services, Inc.
Master Agreement Number EI00267~2022MA

Page 31 of 35
V03.24.2022



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

- Stakeholder input; gather data
- Identification of challenges and opportunities/goals and objectives
- Finalize Position Profile
- Develop recruitment materials
- Assistance with advertising announcement copy, as requested
- Assistance with client website information devoted to the search, as requested
- Identification of potential candidate and source universe

Broadcast and Recruitment Effort

- Develop a recruitment plan that will reach qualified professionals including those from diverse backgrounds
- Contact potential candidate and source universe; seek out and actively recruit qualified professionals, including candidates from underrepresented groups
- Screen and evaluate all applications guided by the Position Profile

Telephone Interviews

- Creation of telephone interview questions guided by Position Profile
- Screen and evaluate potential prospects guided by the Position Profile
- Public domain background and reference checks of Interim Report prospects

Interim Report – Virtual Option Recommended

- Client letter – captures all search process intelligence to date
- Prospect list – usually not more than fifteen
- Prospect resumes, cover letters, references
- Supplemental questions/responses
- All applications and Interim Report on e-device

Committee/Consultant Interviews Semifinal Candidates – Virtual Option Recommended

- Assist with development of interview questions, as requested
- Assist with structuring semifinal candidate interviews, as requested
- Coordinate semifinal candidate interview schedule and arrangements, as requested
- Participate in semifinal candidate interviews, as requested

Reference Checking

- Comprehensive reference checks – each final candidate
- Workplace behaviors assessment – each final candidate
- Written reference report – all final candidates
- Conduct criminal/civil/other background checks on THE finalist, as requested

Finalist Interviews

- Coordination and assistance, as requested
- A range of stakeholders interview 2-5 final candidates.



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

Timely communication with all stakeholders throughout the search including non-interest notification to applicants.

Fee \$ tbd plus out-of-pocket expenses

Per RFP XYZ dated Month, day, 2023, our flat fee is based upon 30%* of the midpoint of the compensation range for the position. Our fees are billed monthly with the first third billed upon project engagement.

* For additional engagements started within 12 months of the last completed engagement, we offer an additional 2% discount.

Our out-of-pocket expenses include outside research, consultant travel expense, interview expense, outside reference checking, assessments, and support services. Out-of-pocket expenses are reimbursable and are billed in similar fashion. Out-of-pocket expenses are a 'pass-through', are never adjusted or estimated, and do NOT include operational overhead. Expenses are variable and typically total around \$5,000 but can go as high as \$20,000 if we are reimbursing candidates for travel expenses. Unusual or atypical expenses are discussed in advance with the client. Expenses are audited during the course of every assignment.

You retain the right to cancel the engagement at any time, in which case your obligation would be only for our accrued expenses and fees to the point of cancellation.

Timeframe for the search is four months with a successful candidate desired start date of Month, Year. The timeframe may be adjusted to ensure a successful outcome.

Professional and Ethical Commitments

First of all, if candidates we recommend are rejected, we will conduct another search, charging only out-of-pocket expenses. In fact, it is our goal to complete your search successfully. Client satisfaction is everything to us.

If, due to circumstances within our control as executive search consultants (e.g. material facts falsified and presented as true), a successful candidate leaves the institution's employ within 12 months of his/her start date, **Cizek Associates, Inc.** will conduct another search free, charging only out-of-pocket expenses. If extenuating circumstances are present and a candidate leaves within the first 12 months of employment, Cizek Associates will make every effort to craft a solution that will satisfy client needs. Continuation or restart of a search must begin within 12 months of the conclusion of the original search.

Cizek Associates, Inc. will not solicit interest from a placed candidate for a minimum of two years from the date of successful placement.

Cizek Associates, Inc. policy discourages the practice of parallel processing - the simultaneous presentation of the same



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

final candidate to more than one client institution, unless our client/s authorize this practice.

Cizek Associates, Inc. proactively protects the confidential nature of all searches we conduct. We maintain the confidential integrity of all of our assignments, including sensitive communications, the identities of all applicants who express interest in a search we are conducting but do not become public, final candidates, and the work of client committees in their evaluations and interviews of candidates. CAI utilizes protected server space with restricted access to links and passwords for clients and applicants. We regularly review and update our firewalls and other security technology to ensure we are using the most current solutions available.

Cizek Associates, Inc. is an Equal Employment Opportunity and diversity, equity, inclusion and belonging (DEIB) management-consulting firm. We do not discriminate on the basis of race, sex, color, creed, religion, age, national origin, disability, protected veteran status, marital status, status with regard to public assistance, sexual orientation, gender identity, gender expression, or membership in a local commission as defined by law. CAI values and respects diversity. We view individual differences as assets that promote the growth and success of our goals and our profession. In addition, we encourage applications from women, minorities, persons with disabilities, and individuals with protected class status, making every effort to identify and attract qualified women, under-represented and diverse candidates who meet specific client requirements.

Cizek Associates, Inc. Proprietary and Confidential Information: Cizek Associates, Inc. (CAI) and the Client agree that CAI retains the right to assert the defense of confidentiality of information on all requests to release information. Confidential information shall include (A) any trade secret information, know-how, invention, software program, and similar information in existence prior to the formation of the Contract or prepared by CAI as part of the duties imposed upon it under the Contract but not provided to the Client as a Contract deliverable; (B) any non-public business information including personnel data, historical customer information and data, historical cost information such as budgets, operating expenses and capital costs, and projected capital additions; (C) financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive information including personal notes made by employees of CAI; and (D) any advice, information, exhibits, documentation or any other information that CAI or the Client reasonably expect would be protected by the attorney-client privilege or work product doctrine or other applicable privilege. States have different jurisdictional requirements regarding confidential information retention. We honor all client requirements regarding the retention of confidential information developed during the course of any engagement.

Authorized Signatures:

Name Date Name Date

Horizontal lines for signature and date.



Master Agreement

Cizek Associates Inc.
Executive Search & Recruitment Services
Master Agreement Number EI00267~2022MA
April 1, 2023

Name Printed

Name Printed

President

Title

Title

Client

Cizek Associates, Inc.
2415 East Camelback Road Suite 700
Phoenix AZ 85016