

Columbia University
Executive Recruitment Agreement (Contingent)

Agreement ("Agreement") dated as of _____ (the "Effective Date") between The Trustees of Columbia University in the City of New York ("Columbia") and _____ ("Service Provider").

1. Scope. Service Provider agrees to perform the recruitment and search services described in Attachment 1 – Statement of Work (the "Services"), in accordance with the criteria set forth in the attachment and the other terms and conditions of this Agreement. The Services will be performed only for the specific position described in Attachment 1, and Columbia is not making any commitment to Service Provider to expand the search or to engage Service Provider for any other services.

2. Term and Termination.

(a) The term of this Agreement is from _____ to _____ unless otherwise terminated in accordance with this Section. The Statement of Work will begin on the Effective Date and will end when Service Provider and Columbia have completed their obligations thereunder, unless otherwise stated in the Statement of Work.

(b) Columbia may terminate this Agreement in whole or in part at any time without cause upon at least five days written notice to Service Provider. If this Agreement is a subcontract (with Columbia being the contractor to another party, and Service Provider being Columbia's subcontractor), then Columbia may immediately terminate this Agreement upon written notice to Service Provider if the prime contract is terminated for any reason.

(c) Columbia may terminate this Agreement for Service Provider's breach upon at least ten days written notice to Service Provider, unless during such notice period Service Provider fully cures the breach to Columbia's reasonable satisfaction.

(d) Service Provider may terminate this Agreement for Columbia's breach for failure to pay any amounts then due upon at least 30 days written notice to Columbia, unless during such notice period Columbia fully cures the breach.

(e) If Columbia terminates this Agreement without cause, Columbia will promptly pay Service Provider for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.

(f) In the event of any termination, or at any time upon Columbia's request, Service Provider will: (i) immediately return to Columbia any Columbia proprietary materials and information in Service Provider's possession or control, including without limitation all Columbia Confidential Information and any deliverables then under development; and (ii) at Columbia's request, cooperate with Columbia in the transition of the work performed under this Agreement to Columbia or its designee.

(g) Any provisions of this Agreement that by their nature extend beyond

termination will remain in effect in accordance with their terms. Without limitation, the provisions of this Agreement will survive any termination.

3. Payments.

(a) Conditioned upon Service Provider's performance of the Services in accordance with this Agreement, Columbia will pay Service Provider the amounts specified in Attachment 1. The payments specified in Attachment 1 represent Columbia's total financial commitment to Service Provider for all Services and deliverables, and other obligations under this Agreement.

(b) To receive this payment, Service Provider must have referred candidate(s) who were then hired by the Columbia for the position(s) described in the Attachment 1 - Statement of Work within six (6) months of the receipt of candidate(s)' resume from Service Provider by Columbia University personnel who submitted the Job Requisition requesting Services from Service Provider.

(c) If Columbia either does not respond or verbally rejects a referred candidate within six (6) months of receipt by Columbia University personnel of the Candidate's resume for a particular position identified in the Attachment 1 – Statement of Work, Columbia shall be under no obligation to pay Service Provider for this referral.

(d) Columbia will not be required to pay the Service Provider a fee on any Columbia Candidate. A Columbia Candidate shall be any person who was previously known to Columbia, or any person whose resume had previously been obtained by the Columbia through other means. Notwithstanding the foregoing, if a Columbia University personnel forwards a candidate's resume he/she has received for a specific position identified in a Job Requisition addendum, to another Columbia University personnel, and that candidate is hired by Columbia, Columbia will pay Service Provider a flat _____% referral fee for this referral, provided that another source has not previously introduced this candidate for the same position.

(e) If Columbia fails to hire any candidate referred by Service Provider within six (6) months from receipt by Columbia of the candidate's resume, Columbia shall be under no obligation to pay to Service Provider a fee for this referral. In the event that a candidate is presented to Columbia University personnel by Service Provider and the candidate has self-identified (applied to Columbia directly) or been previously identified by other source, Columbia reserves the right to hire those candidates without any financial obligation to Service Provider.

4. Performance of Services.

(a) Service Provider will perform the Services in a timely manner and in accordance with any schedule set forth in Attachment 1. The parties agree that "time is of the essence" with respect to Service Provider's performance.

(b) Service Provider will assign qualified and experienced personnel to perform the Services. Where Attachment 1 identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this

Agreement, in accordance with their roles and responsibilities identified in Attachment 1, unless otherwise approved in writing by Columbia. However, if Columbia objects to the manner of performance of any Service Provider personnel (including any third-party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objections, including, if requested by Columbia, the prompt removal of the individual from the provision of Services to Columbia. If it becomes necessary to replace any personnel or agents, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by Columbia (such approval not to be unreasonably withheld).

(c) Service Provider will obtain Columbia's prior written consent of any advertising or public statements to be made by Service Provider as part of its search services. Where required by Columbia, Service Provider will require candidates to create a profile and submit their resumes through Columbia's online system.

(d) Columbia is an Equal Opportunity Employer. Service Provider will not discriminate against any applicant for employment because of age, ancestry, color, disability, gender identity, marital status, national origin, parental status, race, religion, sex, sexual orientation, or source of income or veteran status. All advertising and other notices for the position that Columbia may authorize must be nondiscriminatory and must include reference to Columbia's commitment to affirmative action through equal opportunity using the following statement: *Columbia is an Equal Opportunity Employer.*

(e) All records of the search process must be kept by Service Provider for a period of three years from the termination date of this Agreement. This includes without limitation, copies of all advertisements, materials received from applicants, reference letters, and ranking grid. Copies of these materials will be provided to Columbia upon its request.

(f) Any placements made by Service Provider under this Agreement will be guaranteed as follows. If any individual placed by Service Provider resigns or is terminated by Columbia for any reason (with or without cause) within 90 days from the start of the individual's employment by Columbia, Service Provider will refund to Columbia any amounts paid to Service Provider related to the placement. If any individual placed by Service Provider resigns or is terminated by Columbia for cause within one year from the start of the individual's employment by Columbia, Service Provider will upon Columbia's request, and at no additional charge to Columbia, reinstitute the search and diligently provide other qualified candidates. Service Provider's reinstituted search shall continue for a period of not less than 120 additional days or, if earlier, until a candidate for the position is employed by Columbia.

(g) Service Provider will provide timely and complete status and other reasonable reports to Columbia as may be requested from time to time by Columbia. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Columbia is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will timely notify Columbia's in writing, and will

cooperate with Columbia's efforts to resolve the matter. Columbia's failure to perform any activity or obligation will not excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to Columbia in accordance with this Agreement.

(h) Service Provider shall bear the expense of providing all services including but not limited to Service Provider travel, advertising and conferencing including video conferencing and teleconferencing.

5. Warranties.

(a) Each of Service Provider and Columbia warrants that it has the requisite power and authority to enter into and perform its obligations under this Agreement. Service Provider warrants that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.

(b) Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law, and (iii) through experienced individuals qualified to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables. Service Provider recognizes and agrees that it is engaged in a professional relationship with Columbia, and will conduct itself at all times to further the interests of Columbia. In that connection, Service Provider warrants that it will not disfavor Columbia to advance the interests of any other client of Service Provider at any time during the term of this Agreement.

6. Confidentiality.

(a) Service Provider will treat as confidential all data, records, accounts, and other information regarding Columbia and its affiliates that become known to Service Provider or is generated by Service Provider through its activities hereunder, including information regarding Columbia's and its affiliates' operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans ("Columbia Confidential Information"). Service Provider's confidentiality obligations include establishing and maintaining appropriate safeguards, procedures and systems to avoid the unauthorized destruction, loss, alterations, access to, or disclosure of any Columbia Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by law.

(b) During and after the term of this Agreement, Service Provider will not use or disclose Columbia's Confidential Information, except for the purpose of providing the Services in accordance with this Agreement, or as may be required by law, regulation or court order. Service Provider will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein.

(c) The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to Service Provider prior to its receipt of

or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of Service Provider, (iii) is acquired from a third party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of Columbia's Confidential Information.

(d) Service Provider acknowledges that Service Provider has received and reviewed a copy of the written Identity Theft Prevention Program (ITPP) maintained by Columbia University pursuant to the FTC Red Flags Rule, 16 C.F.R. §681.2 and will follow accordingly. In performing activities in connection with a Covered Account (as defined in the ITPP), Service Provider and its personnel will maintain and observe policies and procedures to detect relevant Red Flags that may arise in the performance of the Service Provider's activities, and will take appropriate steps to prevent or mitigate identity theft. Service Provider agrees to report promptly and comprehensively to Columbia University in writing in the event Service Provider in connection with a Covered Account detects an incident of actual or attempted identity theft or is unable to resolve one or more Red Flags that Service Provider detects in connection with a Covered Account.

7. Ownership Rights. All deliverables to be provided under this Agreement, and any other materials made, conceived or actually reduced to practice by Service Provider in the performance of Services hereunder, (collectively the "Work Product") will be owned exclusively by Columbia, including all proprietary and intellectual property rights therein. To the fullest extent permissible under law, the Work Product will be a "work made for hire" for Columbia. To the extent not automatically vested in Columbia, Service Provider hereby assigns to Columbia all right, title and interest in and to the Work Product, including, without limitation, copyright, patent, and trade secret rights. Upon Columbia's request, Service Provider will execute any additional documents necessary for Columbia to perfect its ownership rights.

8. Indemnity.

(a) To the fullest extent permitted by law, Service Provider will indemnify, hold harmless and defend Columbia, its trustees, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's negligent, unlawful, or willful acts or omissions or breach of this Agreement, including without limitation, an allegation by any candidate for employment that Service Provider has violated applicable law or has defamed, libeled, or slandered such individual or (ii) breach of Service Provider's confidentiality obligations.

(b) Columbia will provide prompt written notice to Service Provider of any claim that Service Provider is obligated to indemnify under this Agreement. Service Provider will be permitted to control the defense of the claim and any related settlement negotiations, and Columbia will cooperate (at Service Provider's expense) with the defense and settlement of the claim. In seeking to settle a claim, Service Provider may not purport to accept or expose Columbia to any liability, or admit to any fault, unless approved in writing in advance by an authorized representative of Columbia. Columbia

will have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

9. Disputes.

(a) The parties will make good faith efforts to resolve any dispute concerning this Agreement prior to commencing litigation.

(b) Columbia will not be deemed to be in breach of this Agreement for purposes of Section 10 and other provisions of this Agreement for withholding any portion of payment that Columbia is disputing in good faith. Columbia will, however, make prompt payment of any portion of an amount not under dispute.

(c) The laws of the State of New York will govern all rights, duties, and obligations arising from or relating in any manner to this Agreement, without regard to conflict of laws principles. Any and all claims arising from or relating to this Agreement will be heard either in federal or state courts located in the City and County of New York.

10. Use of Name. Service Provider will not use the name, insignia, or symbols of Columbia, its faculties or departments, or any variations or combination thereof, or the name of any trustee, faculty member, other employee, or student of Columbia for any purpose whatsoever without Columbia's prior written consent.

11. Insurance.

(a) Service Provider will maintain, at its own cost and expense, the following types and amounts of insurance with insurers rated "A" "VII" or better by A.M. Best and licensed in the State of New York:

1) Commercial General Liability insurance, written on an occurrence basis including, but not limited to, coverage for contractual liability, products and completed operations, personal injury, bodily injury and broad form property damage liabilities with liability limits not less than \$1,000,000 per occurrence and annual aggregate.

2) When working on-site at Columbia facilities or at Columbia sponsored events,

(i) Workers' Compensation and Employers Liability insurance, covering each employee of Service Provider engaged in the performance of work under this Agreement, with minimum limits of liability in accordance with applicable state law in the case of Workers' Compensation insurance, and with not less than the following limits of liability in the case of Employers Liability insurance: Workers' Compensation - Coverage A – Statutory; Employers Liability -Coverage B- Each Accident - \$1,000,000; Policy Limit - \$1,000,000; Each Employee by Disease - \$1,000,000.

3) The policy required by sub-section 1) shall provide that the insurance company pay the costs of defense (including attorneys' fees) of any suit or proceeding against Columbia University or its trustees, officers, agents, or employees, alleging any omission

or act relating to this Agreement, and seeking damages on account thereof, even if such suit is groundless, false or fraudulent. The policy shall be primary and written to cover claims incurred, discovered, manifested or made during or after the expiration of this agreement. Insurance procured by Service Provider shall not reduce or limit Service obligation to indemnify and defend Columbia University or Service Provider's liabilities for claims made or suits brought which result from or are in connection with the performance of this Agreement. Any insurance Columbia University may purchase shall be excess and non-contributory.

(b) Prior to commencement of the work, Service Provider will deliver certificates of insurance to the University providing evidence of the coverage required above. Each certificate of insurance shall provide for a 30-day written notice of cancellation or material change and shall name The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as additional insured. Certificates of insurance are to be sent to the University's Director of Service Agreements, Columbia University Purchasing Office, 615 West 131st Street, New York, NY 10027.

12. Non-Solicitation. Service Provider shall not solicit or recruit the person being placed by Columbia, or his/her manager or direct reports, for a period of two years following the date that individual begins his or her employment with Columbia.

13. Notices.

(a) All progress reports are to be delivered as follows:

(b) All other written notices to be delivered to Columbia shall be addressed to:

Columbia University
615 West 131st Street
New York, NY 10027
Attn: Central Purchasing

with a copy to:
Columbia
University
Office of the General Counsel
412 Low Library
Mail Code 4308
535 West 116th Street
New York, NY 10027

(c) All written notices to be delivered to Service Provider shall be addressed to:

(d) Either party may change its addressee or other information by providing written notice thereof to the other party.

14. Other.

(a) Service Provider and its agents, contractors and employees entering upon Columbia's premises will take all proper and sufficient precautions and safeguards against the occurrence of any accidents, injuries (including death) or damages to any person or property.

(b) Neither party will attempt to assign this Agreement, in whole or in part, without the prior written consent of the other. Service Provider may not subcontract any of its obligations hereunder without Columbia's prior written consent. Any attempt to assign or subcontract without consent is void. Any approved subcontracts will be subject to all conditions of this Agreement, and Service Provider will be responsible for the performance of its subcontractors to the full extent as if employed directly by Service Provider.

(c) This Agreement does not create any right or cause of action for any third party

(d) Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including equal employment opportunity laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement. Service Provider shall ensure that Service Provider's personnel shall comply with Columbia's respective rules, regulations, policies, Code of Ethics, and security procedures, including, without limitation, COVID protocols, PPE and vaccination status.

(e) If any provision of this Agreement is held to be invalid or unenforceable, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable in accordance with its objectives. In any case, the remaining provisions of this Agreement will remain in full force and effect.

(f) The failure or delay of either party to insist on strict performance of any term or condition, or to exercise any right or remedy in this Agreement, is not intended, and will not be construed as, a waiver of any such right or remedy.

(g) Service Provider will maintain accurate and current accounting and financial records concerning its activities under this Agreement. Columbia or its designated representatives will have the right to audit (at Columbia's expense) Service Provider's books, records and operations to confirm compliance with its obligations under this Agreement.

(h) Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider's family, businesses, or financial interest and Service Provider's performance of the Services. Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of monetary value, to any officer, employee, student, or faculty member of Columbia as an inducement to entering into or continuing under this Agreement. Service Provider will notify Columbia in writing of any change in conditions that might give the appearance of a conflict of interest. Service Provider will support and safeguard Columbia's legitimate interests in any dealings with third parties.

(i) Service Provider is an independent contractor with respect to Columbia, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither Service Provider nor its employees or agents will be entitled to any benefits applicable to Columbia's employees. Service Provider will be solely responsible for its compliance with all laws, regulations, and rules regarding employment of its personnel, and for any claims made by personnel or other individuals assigned by Service Provider to provide the Services, including any wages, benefits, workers' compensation, health and unemployment insurance, and pension contributions.

(j) Service Provider acknowledges that Service Provider has received and reviewed a copy of the written Identity Theft Prevention Program (ITPP) maintained by Columbia University pursuant to the FTC Red Flags Rule, 16 C.F.R. §681.2 (http://compliance.columbia.edu/docs/identify_theft_prevention_policy.pdf). In performing activities in connection with a Covered Account (as defined in the ITPP), Service Provider and its personnel will maintain and observe policies and procedures to detect relevant Red Flags that may arise in the performance of the Service Provider's activities, and will take appropriate steps to prevent or mitigate identity theft. Service Provider agrees to report promptly and comprehensively to Columbia University in writing in the event Service Provider in connection with a Covered Account detects an incident of actual or attempted identity theft or is unable to resolve one or more Red Flags that Service Provider detects in connection with a Covered Account.

(k) This Agreement is the complete agreement between Columbia and Service Provider regarding its subject matter, and replaces any prior oral or written communications between them. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice

or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Columbia.

(l) Service Provider acknowledges below listed commitments, but are not limited to the following:

(i) Anti-Bribery: Service Provider will take no action, or omit to take any action, that would violate or cause Columbia to be in violation of, applicable anti-bribery and other anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act. Service Provider agrees that in connection with this Agreement, Service Provider will not offer, pay, promise to pay, or authorize the payment of, directly or indirectly, money or anything of value to any entity or other person of any type (including, but not limited to, any government official, official of any public international organization, political party official, or political candidate) for the purpose of influencing any act or decision or to secure any other improper benefit or advantage.

(ii) Other Laws: Service Provider will take no action, or omit to take any action, that would violate or cause Columbia to be in violation of, applicable laws, including, but not limited to, U.S. trade controls, export, and anti-boycott laws and regulations. Service Provider represents and warrants that it and all other resources engaged directly or indirectly by Service Provider in connection with this Agreement are not themselves (nor are they owned or controlled, in whole or in part, by others that are): (a) debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency, (b) subject to U.S. trade sanctions or restrictions, (c) on the U.S. Treasury Department's Specially Designated Nationals list (www.treasury.gov/sdn), or (d) otherwise restricted, embargoed, or prohibited under applicable law from entering into agreements with U.S. entities and individuals.

(iii) Political Activity: In connection with this Agreement, Service Provider will not attempt to influence the outcome of any election for public office, carry on any voter registration drive, support lobbying activity, or otherwise support attempts to influence local, state, federal, or foreign legislation.

(iv) Continuing Representations: Without limitation of Service Provider's other obligations, any failure to comply with the provisions of this section will be deemed a material breach of contract. Upon Columbia's request, Service Provider will provide documentation and records demonstrating its compliance with this section.

(m) The Service Provider acknowledges completing and/or requiring their employees to complete annual sexual harassment prevention training to its employees, as required by New York Labor Law, NY Lab. L. § 201-G, and New York City Human Rights Law, N.Y.C. Admin. Code § 8-107(30). Upon Columbia's request, Service Provider will provide documentation and records demonstrating its compliance with this section.

(n) NATIONAL DEFENSE AUTHORIZATION ACT (NDAA) CERTIFICATION. As required by Section 889(a)(1)(B) of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), Service Provider has conducted a reasonable inquiry to determine whether any equipment, system or service provided by Service Provider to Columbia uses "covered telecommunications equipment or services" as defined in Federal Acquisition

Regulation (FAR) clause 52.204-25(a), as a substantial or essential component of any system, or as critical technology as part of any system. To date, Service Provider has not identified that any equipment, system, or service provided by Service Provider to Columbia uses "covered telecommunications equipment or services." Service Provider shall notify Columbia within one business day of any change to Service Provider's Certification.

(o) Columbia and Service Provider shall not be in default nor liable for any failure in performance or loss or damage under this Agreement due to any Force Majeure Event. "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, pandemics, explosions, fires, floods, riots, terrorist attacks and wars). Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

(p) In case of a conflict between the provisions set forth above and any attachment to this Agreement, the provisions set forth above will govern, unless otherwise specifically agreed in writing.

This Agreement may be signed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative.

"Service Provider"

The Trustees of Columbia
University in the City of New York

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____