

ADDENDUM# \_\_\_\_\_

**THIS ADDENDUM#** \_\_\_\_\_ to the Agreement (“Addendum”) is entered into as of the last date written below (the “Effective Date”) by and between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (“**FIU**”), on behalf of (the department) \_\_\_\_\_, and **DIVERSIFIED SEARCH, LLC**, a PENNSYLVANIA limited liability company, whose address is 2005 Market Street, Suite 3300, Philadelphia, Pennsylvania 19103, who is authorized to do business in the State of Florida (the “Contractor”).

**WHEREAS**, FIU and Contractor entered into that certain Agreement dated July 1, 2016 pursuant to ITN #56-001 (collectively the “Agreement”), for Contractor to provide search firm services (the “Services”);

**WHEREAS**, pursuant to the terms of the Agreement, FIU has requested Contractor to provide the Services for the search for the Position defined below (this “Engagement”); and

**WHEREAS**, Contractor and FIU have agreed to the following specific terms for this Engagement;

**NOW THEREFORE**, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Recitals/Ratification.** The above recitals are true and correct and incorporated herein. The Agreement remains in effect and unchanged, and the terms of this Addendum# \_\_\_\_\_ are in addition to the terms and conditions as set forth in the Agreement.
  
- 2. Position.** This Engagement is for Contractor to provide the Services and search for the following position: \_\_\_\_\_ (the “Position”) with a proposed starting salary of \_\_\_\_\_.
  
- 3. Engagement Services.** The Services to be provided by Contractor for this Engagement may include the following: meeting with FIU to gather information; collaborating with FIU to develop an overall search plan of action, timeline and recruitment materials; and designing an interview and selection process; assisting in creation or updates to the Position profiles; assisting in determining how to advertise the Position and assisting with placement of the advertisements; actively recruiting applicants, screening applicants; tracking and managing prospect and candidate information throughout the search process, comparing potential candidates; assisting FIU in conducting background checks and coordinating reference checks on selected candidates; providing technical, administrative, and logistical support for the search and interview process, site visits, final selection, contract negotiations, transition considerations, and follow-up; and collaborating with FIU throughout the search; and any other services as described in the Agreement.
  
- 4. Engagement Term.** Commencement of the Contractor’s performance of this Engagement shall begin on the Effective Date hereof and shall end upon the Employment Date of the candidate selected for the Position. Contractor will deliver the Services related to this Engagement in accordance with the following schedule of delivery dates: \_\_\_\_\_  
\_\_\_\_\_.
  
- 5. Consultant.** The Contractor’s consultant(s) assigned to this Engagement is/are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

6. **Notices/Invoices.** In addition to the address provided in the Agreement, notices and invoices related to this Engagement will be sent to:

Florida International University  
Department: \_\_\_\_\_  
11200 SW 8<sup>th</sup> Street, \_\_\_\_\_  
Miami, Florida 33199  
Attention: \_\_\_\_\_

7. **Professional Fee\***

- 33.3 % of the total cash compensation
- Reduced fee to 30 % for searches 2 through 7 awarded in a calendar year
- Reduced fee to 28.5% for searches 8 and above

\*All Searches are subject to a minimum fee of \$50,000 and a maximum fee of \$300,000.

8. **Indirect Fee**

- Fee of 11% for the first search in a calendar year
- Fee of 10% for searches 2 through 7 awarded in a calendar year
- Fee of 9% for searches 8 and above

9. **Applicable Discounts.** Contractor will apply discounts as follows (check all that apply):

- 1% discount on Professional Fee for total of all Universities and Colleges aggregate spend over \$1,000,000

10. **Payment Terms.** Contractor will bill FIU for the Professional Fee as follows:

1/3 upon signing agreement  
1/3 upon presentation of candidates  
1/3 when finalist accepts offer of employment, plus true-up, if needed

11. **Direct Expenses.** FIU will reimburse Contractor for direct expenses related to the search pursuant to the terms of the Contractor's Master Agreement. Expenses will be billed as incurred upon the submission of a correct invoice and receipts to FIU.

12. **Replacement Search.** In the event the search for the Position fails, or if the selected candidate is terminated for cause or leaves the Position in less than eighteen (18) months from the Employment Date for any reason, Contractor shall conduct a replacement search for no additional fee, charging only for direct and indirect expenses, This obligation shall survive termination of this Addendum and the Agreement.

13. **Capitalized Terms.** All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.

- 14. Further Negotiated Terms (if any) are:** The terms outlined below shall not be in conflict with the Contractor's Master Agreement. Fees shall not exceed the Contractor's Master Agreement without prior authorization from an FIU Representative.

**CONTRACTOR SHALL NOT COMMENCE SERVICES UNTIL THIS ADDENDUM#\_\_\_ IS FULLY EXECUTED.**

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have affixed their signatures to this Addendum# \_\_\_\_, effective as of the Effective Date.

**FOR THE CONTRACTOR:**

**DIVERSIFIED SEARCH, LLC**

By: \_\_\_\_\_

Print Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR FIU:**

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dr. Jaffus Hardrick

Title: Vice President of Human Resources

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: FIU Attorney

Date: \_\_\_\_\_