

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 **ISAACSON MILLER, INC.**, a **MASSACHUSETTS** corporation, whose address is 263 Summer Street, Boston, Massachusetts 02210, 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 8th Street, _____
Miami, Florida 33199
Attention: _____

7. **Professional Fee***

- Retainer Fee of One-third (33.3%) of first year employment;*
- Minimum Fee of \$60,000; or
- Other lower negotiated rate \$ _____

*Including without limitation salary, special deferred executive compensation, signing and performance bonuses, but not including contributions to federally qualified pension plans that are available to all employees.

8. **Indirect Fee**

- 11% of the Retainer Fee.

Indirect fee will be billed in monthly installments along with the Retainer Fee

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

- Negotiated Discounts for Multiple Searches _____

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

- 1/3 upon signing agreement
- 1/3 subsequent billing at 30 days
- 1/3 subsequent billing at 60 days

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 on a monthly basis, upon the submission of a correct invoice and receipts to FIU.

12. **Replacement Search.** If FIU hires a candidate whom Contractor has evaluated and recommended, and if FIU chooses to terminate the person for any reason excepting disability, change of ownership or organizational realignment, or if the person leaves for any reason excepting death or disability, or change of ownership or organizational realignment, within one year from the hired person's employment start date, Contractor will reopen the search and replace the person for no additional professional fee, provided that the new search commences within three (3) months of the employment termination date, unless FIU and Contractor mutually agree on a later re-launch date. FIU will be responsible only for ordinary reimbursable expenses and an additional 11% of the original fee to cover additional indirect expenses.

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:

ISAACSON MILLER, INC.

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: _____