



DHR International

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CONFIDENTIAL

April 20, 2018

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Glenn McIntosh
Vice President for Student Affairs & Chief Diversity Officer
Division of Student Affairs & Diversity
Oakland University
Vandenberg Hall, Room 120
502 Meadow Brook Road
Rochester, MI 48309-4452

Dear Glenn:

We are pleased to confirm the arrangements under which DHR International will conduct a search for a Director of Athletics for Oakland University.

Work on the assignment will begin immediately upon our receipt of a signed copy of this agreement.

Professional Retainer and Fees

Consistent with the standards of the retained executive search profession, our professional fees are non-contingent and non-refundable and are equal to one-third of the first year estimated total cash compensation; however, we will conduct this search for a fee of \$54,000. An invoice of \$18,000 for the first installment will be sent upon the signed acceptance of this agreement and is payable upon receipt as a non-refundable initial retainer. Invoice for the second and third installments of \$18,000 will be sent at 30 & 60 days from this signed agreement and is payable upon receipt. Also, consistent with executive search practices, DHR International is reimbursed for search-related indirect out-of-pocket expenses which include allocated support expenses such as administrative, communications (voice and data), database management, and computer services, which are represented by twelve percent of the applicable retainer. These expenses are billed with the initial retainer. Any direct, out-of-pocket expenses such as candidate and consultant travel, lodging and videoconferencing will be billed on a monthly basis as incurred. DHR International's fees for professional services are confidential and proprietary, are a material factor and condition to DHR International's willingness to enter into this agreement, and shall not be disclosed by Oakland University

Additionally, if any candidate presented by DHR is employed by Oakland University or any affiliate for a position other than that called for by this assignment, you agree to pay DHR an amount equal to one-third of each additional hire's projected first year total cash compensation.

Cancellation

DHR International recognizes that a client's recruiting needs may change over time. If you cancel the search by written confirmation if search is cancelled, only the initial payment and outstanding expenses are due.

At the request of a client, DHR will place a search on hold. If that search remains on hold for more than three months, the search will be considered cancelled.

Except as provided above, in no event shall you pay DHR less than the first retainer plus direct and indirect expenses. It is further understood that our search will include the evaluation of any candidates who may have been or may be identified by you or others, or maybe already employed by you, and that any and all such individuals shall be deemed candidates presented by us for purposes of this letter.

If the search is cancelled by either party, your obligations under this agreement, including but not limited to those described in "Professional Retainer and Fees" above, will survive.

Two-Year Guarantee

If the employment of a DHR placed executive is terminated (voluntarily or involuntarily) within two years from the hiring date with Oakland University, we will, at your option, refill that position for no additional fee. This Guarantee will be forfeited if invoice payment is not received within 30 days of the invoice due date.



Confidentiality

DHR International will maintain the confidentiality of all proprietary and confidential information supplied by you, it being understood that proprietary and confidential information does not include, and this obligation will not apply to, any information (i) in the public domain, (ii) which is or comes into DHR's possession without an obligation of confidentiality, or (iii) which is required by law or Nasdaq/securities exchange requirements to be disclosed.

General

This agreement, which includes the February 5, 2018 Oakland University Request for Proposal, DHR's Response to the Request for Proposal, and Addendum #1 to the Request for Proposal, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous oral or written arrangements or understanding. Equal Employment Opportunity is a federal law, and in providing services under this agreement, DHR International will adhere to all prohibitions on discrimination on the basis of race, color, religion, national origin, disability or handicap, sex, age, marital status, sexual orientation, or military veteran's status.

It is DHR International's standard policy to commence work on any search assignment only after written confirmation of the Agreement has been received by DHR. If you are in agreement with the terms and conditions as stated above, please sign and return a copy of this letter to me as our formal authorization to proceed.

I appreciate the confidence you have placed in DHR and me, and I look forward to working with you.

Best regards,

DHR International, Inc.

Glenn T. Sugiyama
Managing Partner, Sports Practice

Accepted:

Paula Reyes

Paula Reyes
Director, Purchasing

Digitally signed by Paula Reyes
DN: cn=Paula Reyes, o=Oakland University, ou=Purchasing Director,
email=preyes@oakland.edu, c=US
Date: 2018.04.23 16:51:15 -0400

Date

Handwritten notes: OU, Log #1, 4-24-18