



## Purchasing Continuation Sheet

BOG 36

Page#

P.O. #

2

MU18SEARCH

Vendor: **AGB Search LLC**

Organization Name

Item #	Quantity	Unit	Description	Unit Price	Amount
			Fees for each level of search:		
1		EA	President		85,000
2		EA	Provost/Executive Vice President		75,000
3		EA	Vice President/Dean Assistant		70,000
4		EA	Associate Vice President/Other		65,000
5		EA	Administration, Research, Background Checks for Finalists, Clerical Services		No Charge
6		EA	Advertising Budget (billed monthly)		MU set
7		EA	Consultant travel-related expenses (travel/food/lodging) estimated \$6,000		MU approved
8		EA	Candidate Travel (Budget \$1,000 per candidate for travel expenses for in-person interviews per search)		MU approved
9		EA	Advertising estimated \$5,000		MU set
10		EA	Follow-up Search		Expense
11		EA	Limited Service Search (Excludes President)		35,000 - 45,000
12		EA	Predictive Index Candidate Assessment Tool, per candidate		300.00
13		EA	Compensation Evaluation Service (CES)		7,000 - 11,000
13A		EA	Each additional position evaluated		15% of base
14		EA	AGB Interim Search		
14A			A. President/Chancellor/System Head Interim (3500 up-front)		25,000
14B			B. When also providing full search for "A"		17,000
14C			C. Expedited Search for "A" (2500 upfront)		15,000
14D			D. Other Position Interim		20,000
14E			E. When also providing full search for "D"		15,000
14F			F. Expedited Search for "D"		12,000
15			Dean, Lewis College of Business		\$80,000
16			Dean, College of Education & Professional Development		\$70,000
17			Dean, College of Liberal Arts		\$70,000

## **Executive Search Consulting Services Agreement Between AGB Search, LLC and Marshall University**

This Executive Search Consulting Services Agreement (“the Agreement”) is made and entered into this 13th day of November 2024 by and between AGB Search, LLC, a limited liability company formed and organized under the laws of the District of Columbia and whose principal address is 1666 K Street, N.W., Suite 1200, Washington, D.C. 20006 (hereinafter “AGB Search,” “us,” “we,” or “our.”) and Marshall University, a facility of higher learning formed, organized, and operating under the laws of the State of West Virginia and whose principal address is 1 John Marshall Dr, Huntington, WV 25755 (hereinafter “Client,” “you,” or “your”)(the Client and AGB Search, each a “Party” and collectively the “Parties”).

### **Article 1. General Provisions.**

- a. Contract Documents; Defined. The “Contract Documents” consists of the Agreement, any specifications or addenda issued prior to the execution of the Agreement and specifically identified herein, and any riders issued after execution of the Agreement. Each of these are fully part and parcel to the Agreement as if fully incorporated and repeated herein.
- b. Relationship. AGB Search shall act as an independent contractor and not as an agent or employee of Client. AGB Search shall supervise and direct the Work, using their best skill and attention.
- c. Notices. Notice under the Agreement shall be deemed to have been given by one Party to the other on the date such notice is sent if provided in writing via the email addresses set forth below, or on the date such written notice is received if sent via post, overnight, or similar parcel-type delivery. Any notices required by the Agreement shall be sent in writing to the respective parties at the information below. Either Party may change the below information by providing written notice to the other Party of such change:

*If to AGB Search -*

Dr. Roderick McDavis, Managing Principal & CEO  
AGB Search, LLC  
1666 K Street, N.W., Suite 1200, Washington, D.C. 20006  
rod.mcdavis@agbsearch.com / (202) 776-0854

*If to Client -*

Dr. Avinandan (Avi) Mukherjee, Provost and Senior Vice President for Academic Affairs  
Marshall University  
1 John Marshall Dr, Huntington, WV 25755  
mukherjeea@marshall.edu / (304) 696-3716

## **Article 2. AGB Search Responsibilities.**

- a. Performance of the Work. AGB Search shall perform the Work for each search in a reasonable, professional, and workmanlike manner.
- b. Right to Rely on Information Provided By Client. AGB Search is entitled to rely on any and all information provided by Client.
- c. Licensing. AGB Search hereby represents and warrants to the Client that it has and/or will have and maintain all necessary permits, licenses, approvals, and other authorizations applicable to the performance of its obligations under this Agreement.

## **Article 3. Client Responsibilities.**

- a. Payment. The Client shall pay all sums due within the time prescribed for such payment under this Agreement.
- b. Cooperation. The Client shall use its best efforts in timely and professionally cooperating with the efforts of AGB Search. The Client's failure to do so may impact both the timing and cost of the Work for each search.
- c. Exclusivity. Starting on the Effective Date for each search, the Client shall not hold direct discussions with potential candidates other than those introduced by AGB Search. Additionally, any candidate for each position which the Client has or considers for Placement is treated as if they were part of that position's Candidate Pool regardless of whether AGB Search identified that individual.
- d. Search Committee. The Client shall identify a representative or group of representatives authorized to act on the Client's behalf with respect to the Work ("the Search Committees") for each search. The Client or the Search Committees shall render decisions with reasonable promptness to avoid delay in the progress of the Work for each search. The Search Committees' failure to promptly make decisions may impact both the timing and cost of the Work for each search.

## **Article 4. Scope of Work for Each Individual Position.**

- a. The Work. AGB Search shall provide executive search consulting services ("the Work") to the Client in relation to placement of a Selected Candidate for each individual position, Dean, Lewis College of Business; Dean, College of Education and Professional Development; and Dean, College of Liberal Arts. "Placement" occurs when the Selected Candidate(s) has been hired, contracted, or otherwise engaged to perform services for the Client. AGB Search's services shall including the following:
  - i. Assist the Search Committee in developing and establishing the Client's search goals and leadership priorities;
  - ii. Conduct listening sessions with various stakeholder groups to understand their priorities for the position and desired attributes and qualifications of candidates;

Executive Search Agreement

Marshall University

Initial: AS MLU

Page 2 of 13

- iii. Prepare a draft leadership profile in collaboration with the Search Committee for use by AGB Search to inform candidates and potential candidates about the Client, its history, the desired qualifications for the position, and the opportunities and challenges for the Selected Candidate. This draft profile will be subject to revision by the Search Committee. The Search Committee shall be solely responsible for the final version of the leadership profile which it approves for use by AGB Search in connection with the executive search;
- iv. Partner with the head of the Search Committee to facilitate Search Committee meetings;
- v. Provide drafts of search-related correspondence and communications to be sent by the Client to the Search Committee, the Client's community, and candidates;
- vi. Assume primary responsibility for recruiting and cultivating candidates. As part of the application process in support of the Search Committee, AGB Search will collect data from candidates regarding the composition and diversity of the candidate pool through an anonymous and voluntary applicant survey;
- vii. Receive and process all applications for the position and handle all communications and contact with the candidates as agreed to with the head of the Search Committee;
- viii. Provide a secure and confidential search website, hosted by AGB Search, to which only members of the Search Committee, others authorized by the Search Committee, and AGB Search staff will have access;
- ix. Assist in developing and engaging an effective candidate screening procedure;
- x. Provide appropriate due diligence on candidates identified by the Search Committee as semi-finalists and finalists. This includes performing appropriate background and social media checks;
- xi. Provide advice regarding candidate interview schedules and procedures;
- xii. Provide the Search Committee with a pool of candidates ("Candidate Pool") that, to a reasonable degree of certainty and professionalism, meet or exceed the Client's requirements for the position and from which the Search Committee will select a designated number of candidates to recommend to the hiring authority as finalists for the position (each, a "Selected Candidate");
- b. Integration. The Agreement represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations, or agreements (written or oral). The Agreement may be amended or modified only by a written amendment agreed to by both Parties in accordance with this Article 4.
- c. Changes In The Work. The Client may, without invalidating the Agreement, order changes in the Work for either position consisting of additions, deletions, or

Executive Search Agreement

Marshall University

Initial:  \_\_\_\_\_

Page 3 of 13

modifications. Such changes to either search shall be authorized by a written Change Order agreed to and signed by both the Client and AGB Search. Such Change Order shall delineate any change in Contract Sum or Contract Time for either position.

- d. Riders. The Contract Sum and/or Contract Time for either position may be altered by the Client's written exercise of any of the Riders incorporated into the Agreement.
- e. Exclusions. AGB Search does not and will not participate in the negotiation of an employment agreement, independent contractor agreement, or any other similar services agreement between the Selected Candidate and the Client for either search. AGB Search does not provide legal services. Furthermore, AGB Search does not perform graphic design work. To the extent that such graphic design would be advantageous to the Work for either search, the Client may perform such work or AGB Search may identify a third-party graphic design service for an additional fee.

## **Article 5. Payment.**

- a. Principal Sum – Fixed Fee.
  - i. The Principal Sum. The Client shall pay AGB Search the following fixed rate fees:
    - Dean, Lewis College of Business: \$80,000
    - Dean, College of Education and Professional Development: \$70,000
    - Dean, College of Liberal Arts: \$70,000
  - ii. Client Service and Support Fee. A Client Service and Support Fee of \$10,000 will be charged for all three searches which covers all costs incurred directly by AGB Search in servicing and supporting the administration of this Agreement comprising: administrative staff support to the Client in setting up the Client's technology profiles, web profiles, and other set up fees; administrative support to the Client's search liaison to assist with scheduling interviews and coordinating candidate travel as needed; internal administration, copying and supplies, postage, telephone, web portal applications and digital archive; web conferencing; and other miscellaneous expenses for each search. The Client Service and Support Fee shall be paid to AGB Search within 30 days of the Effective Date.
- b. Additional Recruitment Fee. Should the Client reach a services agreement of any kind with a member of either Candidate Pool other than the Selected Candidate (the "Additional Candidate") for any position within one calendar year of the presentation of the Candidate Pool(s) to the Client, the Client agrees to pay AGB Search a recruitment fee equal to twenty-five percent (25%) of the Annual Base Salary to be paid the Additional Candidate for that person's first calendar year of placement with the Client. The Annual Base Salary consists of the yearly salary to be paid to the Additional Candidate, and deferred compensation, signing or performance bonuses, or other payments made to the candidate shall not be included in

Executive Search Agreement

Marshall University

Initial:  \_\_\_\_\_

the calculation of base salary for purposes of calculating the search fee. If the Additional Candidate's Annual Base Salary falls below \$120,000.00, the Annual Base Salary will be considered \$120,000.00 for the purposes of calculating the Additional Recruitment Fee. Once the Additional Candidate has been placed, the Client shall provide to AGB Search a copy of the final employment or services agreement and executed signature pages, or a letter of attestation signed by the Chair of the Client's governing board verifying the annual base salary no later than ten (10) days after execution of the agreement with the Additional Candidate. Payment of the Additional Recruiting Fee shall be made to AGB Search within thirty (30) days of the placement of the Additional Candidate. This provision shall survive the expiration or termination of this Agreement.

- c. Expenses. The Client agrees to reimburse AGB Search for out-of-pocket expenses not otherwise covered by the CSS for each individual position, including, but not limited to: candidate background checks, advertising expenses, sales and use tax (if applicable) and reasonable consultant travel and travel-related expenses that comply with applicable state law and/or the Client's policies and procedures for expense reimbursement. These expenses are billed directly to the Client on a monthly basis at actual cost, supported by invoices or receipts, and without additional administrative fees. All candidate background checks, advertising, and consultants' travel expenses provided in advance are estimates based upon the projected requirements of each search and can be adjusted at the discretion of the Search Committees or the Client. AGB Search will seek approval from Client in advance for any such expenses more than \$500.00. Expenses covered under this Section shall be paid within thirty (30) days of Client's receipt of the related invoice(s).
- d. Method of Payment.
- i. Payment Schedule. The Client shall pay the Principal Sum in four payments for each individual search, as follows:

#### **Search 1: Dean, Lewis College of Business**

This search will be billed according to the schedule below.

<u>Payment Identifier</u>	<u>Dollar Amount<sup>1</sup></u>	<u>Time of Payment</u>
Initial Payment	\$32,000	30 days of Effective Date
Second Payment	\$24,000	30 days of Invoice (sent approximately 2 months after Effective Date)
Third Payment	\$12,000	30 days of Invoice (sent approximately 3 months after effective date)
Final Payment	\$12,000	30 days of successful candidate's appointment

<sup>1</sup> Dollar Amounts are based on the assumed Annual Base Salary.



One Time CSS Fee	\$10,000	30 days of First Invoice Installment
------------------	----------	--------------------------------------

**Search 2: Dean, College of Education and Professional Development****Search 3: Dean, College of Liberal Arts**

The following fees will be applied to each search and will be billed according to the schedule below.

<u>Payment Identifier</u>	<u>Dollar Amount</u>	<u>Time of Payment</u>
Initial Payment	\$28,000	30 days of Effective Date
Second Payment	\$21,000	30 days of Invoice (sent approximately 2 months after Effective Date)
Third Payment	\$10,500	30 days of Invoice (sent approximately 3 months after effective date)
Final Payment	\$10,500	30 days of successful candidate's appointment

- ii. Invoicing. AGB Search will invoice the Client at the end of each calendar month for payments due plus authorized Expenses incurred during the previous month for each search. Invoice payments shall be due thirty (30) days after receipt of such invoice.
- iii. Invoices Directed To. AGB Search will send its invoices to the contact listed in Section 1.c.
- iv. Payment Directed To. Payment of invoices may be made via ACH or check. AGB Search does not accept credit card payments. Payment inquiries may be directed to:

*Ms. Jill Martin, Executive Director for Finance and Administration*  
*jill.martin@agbsearch.com / (202) 776-0855*  
*AGB Search, LLC*  
*1666 K Street, N.W., Suite 1200, Washington, D.C. 20006*

**Article 6. Time.**

- a. Effective Date. The Effective Date is the date on which the Agreement has been fully executed by all Parties.
- b. Contract Time. Subject to adjustments of the Contract Time as provided in the Contract Documents, AGB Search shall prepare and submit to the Client an estimated timeline for each search by the first Search Committees meeting after the execution of the Agreement.

Executive Search Agreement

Marshall University

Initial:  \_\_\_\_\_

Page 6 of 13



## Article 7. Insurance.

- a. Liability Insurance. AGB Search represents and warrants that it maintains statutory workers' compensation insurance, employer's liability insurance as required by law, commercial general liability insurance in the amount of \$1,000,000, and an umbrella policy of \$3,000,000 covering personal and bodily injury, as well as property damage. Further, AGB Search maintains professional liability insurance in the amount of \$1,000,000. Upon request, AGB Search will furnish the institution with a Certificate of Insurance (COI).

## Article 8. Intellectual Property.

- a. Ownership of Intellectual Property. This Agreement is not intended to, and does not, alter or impact the ownership of any of the Parties' respective Intellectual Property, whether or not such Intellectual Property is used in relation to this Agreement or the performance of the Work for each search.
- b. Use of the Client's Intellectual Property for the Work. The Client grants to AGB Search permission to use the Client's name, logo, and approved content for the limited purpose of advertising, promoting, and publicizing each position being filled under this Agreement during the course of the Work for each position. Upon written request by AGB Search, the Client grants to AGB Search permission to utilize such other and further Intellectual Property as may be reasonably necessary (in the sole discretion of AGB Search) to effect the Work for each position.
- c. Intellectual Property; Defined. For the purposes of the Agreement, "Intellectual Property" shall mean all current and future rights and interests, whether registered or unregistered, arising under any patent, copyright, trademark, trade secret, design, or other intellectual property law, and including all applications, renewals, extensions, and restorations thereof, in and to: (i) all creative content, concepts, designs, materials, campaigns, slogans, logos, artwork, writings, and other works or inventions created, conceived, or developed by either Party individually or jointly in connection with the Work for each search; (ii) all proprietary information, technical data, know-how, trade secrets, and any other confidential or proprietary information disclosed by one Party to the other for use in connection with the Work for each search; and (iii) any and all derivatives, modifications, enhancements, and improvements thereto. Such Intellectual Property is the property of the Party which created it.
- d. Enforcement. If either Party becomes aware of any actual or potential infringement, misappropriation, or unauthorized use of the Intellectual Property rights covered under this Agreement, that Party shall promptly notify the other Party in writing, providing all relevant details and evidence of such infringement or unauthorized use. The Party that owns the Intellectual Property rights shall have the primary right, but not the obligation, to enforce its Intellectual Property rights through legal actions or proceedings. If the enforcing Party decides to

- pursue legal action, the other Party shall provide reasonable assistance and cooperation, including joining as a Party to the action if necessary. The Parties acknowledge that any breach or threatened breach of the Intellectual Property rights provisions of this Agreement may cause irreparable harm for which monetary damages may be inadequate. Accordingly, in addition to any other rights and remedies available at law or in equity, the non-breaching Party shall be entitled to seek injunctive relief to prevent or restrain any such breach or threatened breach. In the event of an action for enforcement of this Article 8, the non-breaching Party shall be entitled to recovery of its reasonable attorney fees and expenses, including expert witness fees, from the breaching Party.
- e. Survival. The provisions of this Article 8 shall survive the expiration or termination of the Agreement.

## **Article 9. Records Retention.**

- a. Retention. AGB Search will keep and maintain records generated or obtained to perform the services for each search provided for under this Agreement as required by the Client and/or as mandated by applicable state law. Unless otherwise stipulated by the Parties, AGB Search will retain each search engagement records for a minimum of three years. After that time, search records for both positions are designated for destruction.
- b. Public Disclosure. AGB Search will ensure that search records for each search that are exempt from public records disclosure requirements or are otherwise protected from public disclosure are not publicly disclosed except as required by law or lawful order for the duration of this Agreement and following completion of this Agreement until such time as the records for each search are destroyed or are transferred to the Client.
- c. Public Access. AGB Search will allow public access to its search records and materials for each search to the extent required by applicable law or lawful order and will, upon request by the Client or authorized governmental authority, provide copies of the requested records or allow the records to be inspected or copied within a reasonable time, with allowable costs of production to be borne by the requestor, unless otherwise provided by law. Notwithstanding the foregoing, AGB Search will not release any of its search records for either search to the Client unless 1) all search fees and expense reimbursements provided for under this Agreement have been paid in full to AGB Search; and 2) the Client has indemnified AGB Search from any liability resulting from disclosure or transfer of the records or if such indemnification is not permitted by law, the Client has executed a confidentiality agreement with AGB Search in a form acceptable to AGB Search.

## Article 10. Privacy and Security.

- a. Data Privacy. AGB Search staff, our Clients, and candidates receive appropriate protection of personal and search-related data through the secure, cloud-based systems utilized by our firm. Every search is provided a unique login and password so that only authorized agents, search consultants, and authorized AGB Search and authorized Client personnel have access to confidential search documents. AGB Search represents and warrants that it will comply with all applicable data protection laws and regulations including, but not limited to, those established under HIPAA and GDPR.
- b. Confidentiality. Each Party agrees that it shall not at any time disclose to any person any confidential information concerning the other Party, except as permitted by this Article 10. Each Party may disclose the other Party's confidential information to its directors, officers, employees, or agents who have a bona fide need to know such information for the sole purpose of carrying out the Party's obligations under this Agreement. Neither Party shall use the other Party's confidential information for any purpose other than to fulfill its obligations under this Agreement. AGB Search will brief the Search Committees on confidentiality expectations and best practices to support this obligation.
- c. Confidentiality; Candidate Information. Candidate profiles, information, and details are, for the purposes of the Agreement, considered AGB Search's confidential information subject to this Article 10.

## Article 11. Warranties.

- a. No Candidate Selected Within Contract Time. If AGB Search presents to Client a Candidate Pool for each position and the Client does not place a Selected Candidate for either position for any reason, including but not limited to (1) Client's choice (whether for reasons within or outside the Client's control) not to select any Candidate from the Candidate Pool or (2) failure to reach a final agreement with the Selected Candidate, AGB Search, in its sole discretion, may extend the Contract Time for the specified search for up to an additional six (6) month period from the date the Candidate Pool was presented to the Client ("the Extended Contract Period") for that specific search. If, after the Extended Contract Period, the Client still does not place a Selected Candidate for any reason, this Agreement will be deemed completed, the final payment of the Principal Sum shall be due, and AGB Search will no longer be obligated to perform additional services under this Agreement absent a new agreement for same.
- b. Selected Candidate Leaves Position After Placement.
  - i. Voluntary Departure. If the Selected Candidate for either position voluntarily leaves said position within one year following the Selected Candidate's start date, AGB Search will extend the Contract Time and conduct additional search services for up to six (6) calendar months after the departure of the Selected Candidate.

Executive Search Agreement

Marshall University

Initial: AS

Page 9 of 13

- ii. Involuntary Departure; For Cause. If the Client terminates the Selected Candidate for either position for cause (excepting death, dismemberment, or disability of the Selected Candidate causing inability to serve in the Placement) within one year following the Selected Candidate's start date, AGB Search will extend the Contract Time for the specified search and conduct additional search services for up to six (6) calendar months after the departure of the Selected Candidate for said position.
- iii. Involuntary Departure; No Cause. If the Client terminates the Selected Candidate for either position without cause, including for death, dismemberment, or disability of the Selected Candidate, AGB Search will have no obligation under this Agreement to perform additional services.
- c. Requirements to Exercise Warranties. For Client to exercise its rights under this Article 11, Client must:
  - i. Notice. Provide written notice to AGB Search within 10 business days of the occurrence necessitating such exercise. Such notice must include the reasonable basis for termination of the Selected Candidate for either search (if applicable).
  - ii. Payment. On or before the date of such notice to AGB Search, the Client must have made full payment of any and all sums owed to AGB Search under the Agreement, including, but not limited to, any expenses outstanding and the entirety of the Principal Sum.
- d. Follow-Up Search. If an additional search is conducted by AGB Search pursuant to this Article 11, there will be no increase in the Principal Sum due to AGB Search. The Client will, however, still be responsible for other Expenses outlined in Article 5. The Client will not be responsible for the payment of the CSS Fee for the Follow-Up Search.
- e. Warranty Limitation and Limitation of Liability. The limited warranties provided in this Article 11 are null and void if the requirements of this Article 11 are not met. No other additional services, refunds, or other remuneration will be provided to Client as a result of a Selected Candidate for either search leaving or being forced to leave following Placement. The Client may exercise its rights, if any, under this Article 11 to receive one Follow-Up Search for each position; no more than one Follow-Up Search for each position will be conducted by AGB Search subject to this Agreement. This limitation includes a prohibition and waiver of Client's collection of compensation for direct, indirect, compensatory, consequential, special, or other damages, claimed by the Client. AGB Search is, in no way, liable for any act or omission of any candidate provided to Client, and Client shall be responsible for making its own determination regarding the Selected Candidate's ability and character for each position.
- f. Due Diligence. AGB Search does not guarantee the accuracy or completeness of the due diligence and background checks on search candidates that are conducted by third-party service providers. AGB Search engages such service providers to check candidates' credit, criminal and driving records, social media activity, and degree verification. If Client desires a more in-depth due diligence report with

Executive Search Agreement

Marshall University

Initial:  \_\_\_\_\_

Page 10 of 13

respect to any candidate, a more thorough investigation can be conducted upon request, which may entail a higher cost, subject to the prior approval of the Search Committees.

- g. Cause; Defined. For the purposes of this Article 11, “cause” is defined as any willful or reckless action or inaction that causes or could potentially cause substantial harm; any act or omission that constitutes a material violation of any federal, state, or local law or regulation; any material breach of the employment contract; willful failure or refusal to perform, or gross negligence in performing, any of the duties or responsibilities assigned to the Selected Candidate for either position; reporting to work under the influence of alcohol or illegal drugs, or the possession, use, sale, or distribution of such substances in the workplace; engaging in any form of harassment or discrimination prohibited by law or the Client’s policies; persistent failure to meet the reasonable performance standards set by the Client; engaging in any activity that constitutes a conflict of interest with the interests of the Client.

## **Article 12. Termination.**

- a. Termination For Cause by AGB Search. AGB Search may terminate this Agreement for cause after providing ten (10) days prior written notice and opportunity to cure to the Client. For purposes of this Article 12, “cause” shall mean (i) failure to pay any invoice within thirty (30) days of receipt; (ii) repeated unresponsiveness from the Client in advancing the Work; (iii) any other material breach of the Agreement.
- b. Termination By Delay. If the search services related to this Agreement are placed on hold by the Client for 90 or more consecutive calendar days, this Agreement will terminate. If the Agreement is so terminated, Client shall be responsible for paying AGB Search for all amounts due and owing up to the date of termination.
- c. Termination by Client. The Client may terminate this Agreement by giving ten (10) days written notice and opportunity to cure to AGB Search for any reason. If the Agreement is so terminated, Client shall pay AGB Search for all amounts due and owing up to the date of termination.

## **Article 13. Dispute Resolution.**


- a. Mediation. Any claim arising out of or related to the Agreement may, at the sole discretion of AGB Search, be submitted to mediation by an American Arbitration Association neutral.
- b. Litigation. If mediation, if any, is unsuccessful in resolving any dispute between the Parties, binding dispute resolution shall be completed through litigation in a court of competent jurisdiction in the District of Columbia.

#### **Article 14. Miscellaneous.**

- a. Terms. Any capitalized terms shall be given the meaning ascribed to them in the Agreement unless otherwise noted.
- b. Governing Law; Jurisdiction; Jury Waiver. The Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia, without regard to its conflict of law principles. The parties hereby irrevocably submit to the exclusive personal jurisdiction of the courts in the District of Columbia for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement. The parties waive any objection to the laying of venue in such courts and any claim that such proceedings have been brought in an inconvenient forum. Furthermore, each of the Parties expressly waives their right to a jury in the event of litigation arising out of or relating to the Agreement.
- c. Successors and Assigns. AGB Search and the Client respectively bind themselves, their partners, successors, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to the covenants, agreements, and obligations contained in the Contract Documents.
- d. Attorney Fees. Should AGB Search be compelled to retain counsel to collect any payment due it by Client, or otherwise enforce the terms of the Agreement, AGB Search shall be entitled to the collection of its reasonable attorney fees and costs (including expert witness fees) expended in the collection and/or enforcement of the Agreement.
- e. Applicability. In the event that any portion of the Agreement is deemed illegal, invalid, or unenforceable, the remaining portions of this Agreement shall remain in force as if the stricken provision were not present.

This Agreement entered into as of the Effective Date written above:

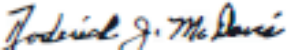
**Marshall University**

DocuSigned by:  
  
E57308948C0E400...  
By: Michelle Wheeler

Title: Chief Procurement Officer

Date: 11/21/2024

**AGB Search, LLC**

  
By: Roderick J. McDavis, Ph.D.

Title: Managing Principal & CEO

Date: November 13, 2024



Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000166770	AGB SEARCH LLC		Active	Inactive	

From 1 to 1 of 1    First Prev Next Last    [Attachments](#)

Save [Undo](#) Delete Insert [Copy](#) Paste [Search](#) 

▼ General Info

Vendor/Customer : 000000166770

Legal Name : AGB SEARCH LLC

Alias/DBA :

Vendor Active Status : Active

Vendor Approval Status : Complete

Customer Active Status : Inactive

Customer Approval Status : Incomplete

Location Name :

First Name :

Middle Name :


Last Name :


Company Name : AGB SEARCH LLC

Previous Name :

Previous Street :

Previous City :

Previous State/Province : 

Previous Country : 

Restrict Use by Department : ☐

Miscellaneous Account : ☐

Internal Account : ☐

Third Party Only : ☐

Third Party Vendor : ☐

Third Party Customer : ☐

Inventory Customer : ☐

Healthcare Provider : ☐

Never Archive : ☐

Restrict VSS Access : No

Discontinue - No New Business : ☐


Prevent MA Reference : ☐

PunchOut Enabled : ☐


Re-PunchOut Enabled : ☐

Electronic Order Enabled : ☐


W-9 Received : ☐


W-9 Received Date : 

W-8 Received : ☐


W-8 Received Date : 


Accepts Credit Cards : ☐

Active From : 01/01/1999 

Active To : 

Last Usage Date : 05/17/2024

Department : 

Unit : 

▶ Headquarters

▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms


▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt : ☐

Registration Application Date : 05/04/2018 

Registration Effective Date : 05/04/2018

Registration Expiration Date : 05/04/2019

Pre-Registration Code :

Tax Clearance : ☐

Unemployment Insurance : ☐

Worker's Compensation : ☐

Secretary of State Registration : ☐

Federal Debarred : ☐

▶ Executive Compensation

▶ Additional Information

▶ Travel

▶ Change Management

[Top](#)  
CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)

UPDATE>    [Headquarters](#)    [Add 1099 Information Entry](#)    [Add 1042-S Reporting Information Entry](#)    [Vendor Business Types By Commodity](#)  
SEARCH BY>    [Master Contacts](#)    [Master Addresses](#)    [Vendor Commodity](#)    [Vendor Addresses](#)    [Vendor Business Types](#)    [Vendor Service Areas](#)    [VCM Query](#)    [Historical Vendor Information](#)  
                  [Vendor Notes](#)  
                  [Vendor Transaction History](#)

https://prd311.wvoasis.gov/prdfin11/Advantage

1/1