



## CONSULTING AGREEMENT

CONSULTING AGREEMENT (the "Agreement"), dated as of June 6, 2019 by and between Paradigm Four Incorporated, (the "Consultant") and the Regents of the University of Minnesota (the "Client").

WHEREAS, the Client wishes to retain the Consultant to provide advice, strategies and consultations, regarding messaging, media relations, communications and management, as well as in other areas as designated by the Client in relation to its work (See Appendix A).

NOW, THEREFORE, in consideration of the conditions and covenants set forth herein, the parties hereto hereby agree as follows:

1. Agreement. The Client hereby agrees to retain the Consultant as a consultant pursuant to the terms and conditions of this Consulting Agreement and the Consultant accepts appointment as such.
2. Responsibilities and Authority. The Consultant shall be reasonably available to the Client throughout the term of this agreement, either by phone, email or in-person. Should the Client require and/or request further consultant work beyond the normal scope, both parties hereto agree to enter into an additional consulting contract for an additional fee. The Client shall not have the right to direct or control the Consultant as to the details and means by which its services pursuant hereto are performed. It is acknowledged that the Consultant provides advice and does not have any authority for decisions made by the Client.
3. Term. The initial term of this Agreement is for twelve months effective from July 1, 2019.
4. Fee. In consideration for its services hereunder, the Client agrees to pay the Consultant a consulting fee of \$3,500 per month for the twelve-month term Client shall pay such fee within 30 days upon invoice by the Consultant.
5. Reimbursement of Expenses. The Consultant shall be entitled to reimbursement from the Client for reasonable pre-approved out-of-pocket expenses incurred by the Consultant in connection with any services required hereunder, including, but not limited to, any reasonable meeting room costs and travel expenses including transportation, accommodations and meals, upon submission of reasonable documentation.
6. Effects of Termination. The obligations of the parties under Section 1 hereto may be terminated at the sole discretion of either party hereto by written notice by one party to the other effective upon not less than fourteen business days' prior written notice. Upon termination by the Consultant or if the Consultant dies or is physically unable to perform the services required hereunder, the Client shall not be required to pay the agreed upon fee beyond amounts already paid. If the Client should terminate this Consulting Agreement, Consultant will be entitled to payment, calculated on a pro rata or other equitable basis, for Services satisfactorily performed. Client agrees in the case of termination by Client, any calculation for services performed will be based upon the value of the work completed up to the date of termination which may be more than the monthly fees due or paid up to the point of termination. .

7. Responsibility. Subject to applicable law, including, with regard to the University, the Minnesota Tort Claims Act, each party will be solely responsible for all claims, actions, and direct damages caused by the responsible party's negligence, willful wrong-doing or breach of this Agreement.

8. Notice. Any notice to be given hereunder shall be given in writing. Notice shall be deemed to be given when delivered by hand to, or seven days after being mailed, postage prepaid, by certified mail with return receipt requested, addressed to:

If to the Consultant to:

Mr. Brian Curtis  
Chief Executive Officer and President  
Paradigm Four Incorporated  
4780 Ashford Dunwoody Road  
Suite A 415  
Atlanta, Georgia 30338

If to the Client to:

Mr. Douglas R. Peterson  
General Counsel  
University of Minnesota  
Office of the General Counsel  
360 McNamara Alumni Center  
200 Oak Street S.E.  
Minneapolis, Minnesota 55455

or to such other address as any party hereto may specify to the other party in writing.

9. No Waiver. The failure to enforce at any time any of the provisions of this Consulting Agreement or to require at any time performance by any other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect the validity of this Consulting Agreement, or any party hereof, or the right of any party thereafter to enforce each and every such provision in accordance with the terms of this Consulting Agreement.

10. Governing Law. This agreement shall be governed by, and interpreted in accordance with, the laws of the State of Minnesota, without regard to the conflict of the law provisions thereof.

11. Assignment. This Agreement shall not be assignable by any party hereto without the written consent of the other parties.

12. Entire Agreement. This Consulting Agreement contains the entire agreement between the parties with respect to the retention by the Client of the Consultant and supersedes any and all prior understandings, agreements or correspondence between the Consultant and the Client. This Consulting Agreement may not be amended or modified in any respect except by a writing signed by all parties hereto.

13. Independent Contractor. The Consultant and the Client agree that the Consultant shall be an independent contractor of the Client for all purposes with regard to its performance of services pursuant to this Consulting Agreement, including, without limitation, for federal (including social security and unemployment),

state and local tax purposes. If the Client is required to withhold federal, state or local taxes with respect to any amounts payable hereunder, such taxes shall be withheld out of such amounts.

14. Use of Name or Logo. Neither party will use the name, logo, or other marks (including, but not limited to, colors and music) owned by or associated with the other or the name of any representative of the other in any sales promotion work or advertising, or any form of publicity, without the written permission of the other. Permission from the Client must be obtained from Client's Office of University Relations in each instance.

15. Audit and Retention of Books and Records. Client may inspect and copy books, records, and documents (in whatever medium they exist) and accounting procedures and practices of Consultant, its agents, and subcontractors solely to verify Consultant's performance and all expenses submitted pursuant to the terms of this Agreement. Consultant will make such items available for inspection during normal business hours at Consultant's place of business. All such items will be retained by Consultant during the term of this Agreement and for a period of three (3) years after the delivery of the Services. Any items relating to a claim arising out of the performance of this Agreement will be retained by Consultant, its agents and subcontractors, if any, until the claim has been resolved.

16. Limitation of Liability. IN NO EVENT WILL A PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT.


17. Client Information. Consultant agrees that any information it receives which concerns personal, financial, or other affairs of Client, its regents, officers, employees or students will be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 ("DPA"). Within fifteen (15) days of the completion or earlier termination of this Agreement, or upon earlier request of Client, Consultant will return all documents, data and other information provided by Client to Consultant. Upon Client's request, Consultant will destroy all copies of data, documents, or information provided by Client and provide Client with proof of such destruction. Consultant will comply with DPA as it applies to data created, collected, received, stored, used, maintained, or disseminated by Consultant or provided by Client under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this Article by either Consultant or Client.

18. Intellectual Property Rights. "Works" means creative writings, research data and reports, writings, sound recordings, pictorial reproductions, drawings, film and video recordings, and other graphical representations, software, business methods, inventions, improvements, and discoveries, and works of any similar nature (whether or not eligible for copyright, trademark, patent or other proprietary rights), which Consultant prepares and delivers under this Agreement. Client will exclusively own all Works and all copyrights, trademarks, patents and other proprietary rights in the Works. All copyrightable Works will be considered "work made for hire." If the Works may not be considered work made for hire under 17 U.S.C., §§ 101 and 201(b), Consultant will assign all rights Consultant may have in the Works to Client without further compensation. Consultant waives any and all statutory moral rights in the Works which Consultant may have under 17 U.S.C. § 1006(a), as well as any rights arising under any other federal, state, or foreign law that conveys any other type of moral right. Consultant will, without further compensation, disclose information to Client and execute such documents as may be reasonably necessary to assist Client in securing and enforcing rights in the Works and related proprietary rights.

19. Insurance. Consultant shall maintain adequate insurance in any and all forms necessary to protect Consultant against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance or provisions of this Agreement. Although evidence of certain minimum coverage

may be required, nothing contained herein shall abridge, diminish or affect Consultant's responsibility for the consequences of any accidents, occurrences, damages, losses, and associated costs arising out of or resulting from performance or provisions of this Agreement.

IN WITNESS WHEREOF, the Client and Consultant have caused this Consulting Agreement to be signed by their duly authorized representatives.

By:   
Brian Curtis  
Chief Executive Officer and President  
Paradigm Four Incorporated

6-1-19  
Date

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

7-2-2019  
Date

## **APPENDIX A**

Services to be provided by Consultant include, but are not limited to:

- Consultation and advisement on issue messaging for internal and external constituencies
- Provide strategic communications support for long-term initiatives
- Provide crisis communication consultation for university-related matters
- Upon request, create or review draft communications for internal and external constituencies
- Provide guidance and consultation regarding organizational matters including structure
- Serve as a sounding board to the Client or to those directed by Client for all matters, upon need
- Provide consultation regarding management to the Client
- Be accessible 24/7 to the Client

