

Law Offices

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Chicago, IL
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CALIFORNIA
DELAWARE
ILLINOIS
NEW JERSEY
NEW YORK
PENNSYLVANIA
WASHINGTON DC
WISCONSIN

April 15, 2015

Douglas D. Baker
Northern Illinois University
Office of the President
Altgeld Hall 300
1425 W. Lincoln Highway
DeKalb, IL 60115

Dear President Baker:

We are pleased that Northern Illinois University (the "University") has engaged our firm. This letter will confirm our discussion in this regard and will describe the basis on which our firm will provide legal services.

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign a copy of this letter in the space provided and return it to me via email or facsimile. If you have any questions about any of these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have this opportunity to serve you.

1. *Client and Scope of Representation.* We will conduct an investigation concerning [REDACTED]

[REDACTED] These individuals or their successors may limit or expand the scope of our representation from time to time, provided that any significant expansion of our representation must be agreed to by us.

2. *Primary Lawyer; Fees and Expenses.* I will have primary responsibility for this representation and will utilize other firm lawyers and legal assistants as may be appropriate in the circumstances. The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and legal assistants involved. My current hourly rate is \$650. Our current hourly rates for those lawyers we anticipate will be working on this matter range from \$550 for our most experienced partners to \$340 for our most junior associates. That said, we will agree to charge a blended hourly rate of \$450 for all attorneys who work on this matter. Further, we will notify Mr. Butler and Mr. Strauss or their successors each time the total fees on the matter reach increments of \$25,000. In addition, you will be billed for disbursements as outlined in the attached exhibit. We will invoice the University monthly for our time and disbursements, and the University agrees to pay us for such fees and disbursements

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April 15, 2015

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immediately upon receipt.

3. *Term of Engagement.* Either of us may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement prior to its conclusion, we will undertake such steps as are reasonably practicable to protect the University's interests in the above matter, including, if so requested, suggesting to the University possible successor counsel and providing them with whatever papers the University have provided us. The University agrees to pay our fees and reimburse us for expenses in connection with reviewing and/or copying files when they are transferred to successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, and the University agrees to engage successor counsel.

4. *Conflicts.* As you are aware, our firm represents many other companies and individuals. Although unlikely, it is possible that during the course of this representation one or more of our present or future clients may have a dispute with or engage in a transaction with the University. Should this occur, we will immediately bring the matter to your attention and otherwise comply with all applicable ethical requirements.

5. *Records Retention.* The firm's current policy is to retain client files, and the firm's related work product and internal files, for five years or more after the conclusion of the matter, depending on the file type. The firm reserves the right to change its retention policy at any time without notice. The existence of the firm's retention policy, now or in the future, does not create any obligation on the part of the firm to retain files after the completion of a matter unless a separate written agreement is made between the firm and the University for retention of certain files for some specified period of time. If the University requires retention of the University's files according to the University's own records retention policy or needs, please request the originals or copies of the University's files at any time during the course of any matter or upon its conclusion. If you request the firm to transfer your files to you or to a third party, the University will pay the firm its standard hourly rates for time spent in reviewing the files for transfer and the firm's charges for copying any portion of the files the firm wishes to retain.

DrinkerBiddle&Reath

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Once again, we are pleased to have this opportunity to work with you. We will commence work as soon as acknowledgement of your acceptance is received.

Very truly yours,



Daniel J. Collins

ACKNOWLEDGED and AGREED TO

this 20th day of April, 2015.

NORTHERN ILLINOIS UNIVERSITY

By:  _____

Its: President _____

DJC/kc

cc: John R. Butler
Marc J. Strauss

80216335.1

**Northern Illinois University
Purchase Requisition**

Check: NIU New
FDN Change
Renewal

Dept Ref No: _____
PO No: 155492

Date: 04/22/15
Department: Office of the President
Entered by: Linda Odom Phone: 753-9829
Requested by: Dori Hooker Phone: 753-9501

Procurement use:	Initials	Date
Req/PO Entered	<u>[Signature]</u>	<u>5/5/14</u>
Req/PO To Buyer		
Req Selected		
PO Approved		

Vendor Information:

Vendor Name: Drinker Biddle & Reath LLP
Address 1: 191 North Wacker Drive
Address 2: Suite 3700
Address 3: _____
City, State, Zip: Chicago, IL 60606
Phone number: 312-569-1000 Fax number: 312-569-3000

Accounting use:
[Signature] 4/24/15
Initials: _____ date: _____
GRF / IF / N/A
FSL V/D
FA V/D
INT CB 4/30/15
TOTALS

Delivery Location: _____ Dept, Bldg & Room No. _____
Delivery Date: _____
Fund Distribution: 49,999.00
Requisition: 49,999.00

Funding Distribution

Line	Authorized signature	Account	Fund / Cost Center	Program	Class	FY / Project / Grant	Amount
a	<u>[Signature]</u>				06E	2015	49,999.00
b							
c							

Requisition Lines

Line	Quantity	Unit	Unit Price	Description	Item Fund Distribution	Extended Line Amount
1	1		49,999.0000	<u>Outside legal services for President Baker</u>		49,999.00
2						
3						

Business Form 359 (08/26/05)

NIU
PURCHASING
15 MAY -5 PM 2:12

12

This item for Drinker Biddle & Reath LLP in the amount of \$49,999 is exempt from the Procurement Code pursuant to 30 ILCS 500/1-10(b)(7) (contracts necessary to prepare for anticipated litigation, enforcement actions or investigations).

A large black rectangular redaction box covers the signature area. Above the box, there are faint handwritten marks, including a large number '7' and some illegible scribbles.

Jerry D. Blakemore
Jerry D. Blakemore, VP & General Counsel

February 1, 2015



Statement on Charges for Legal Services

The firm's goal is to provide its clients with legal services of high quality, rendered promptly and responsively to each client's needs and in an economical manner. In return, clients are expected to pay the firm's charges for such professional services and for other charges and disbursements in connection with such services promptly upon receipt of statements therefor. The purpose of this memorandum is to set forth the basis upon which the firm bills clients for legal services and charges relating thereto, and the terms on which such statements are rendered. Clients of the firm are expected to pay the firm's statements in accordance with the provisions of this statement, unless different arrangements are set forth in an engagement letter signed by the firm. This statement is delivered to clients in compliance with applicable requirements of the Rules of Professional Conduct as in effect in certain jurisdictions in which attorneys of the firm are admitted to practice law.

1. THE BASIS FOR FEES. In most cases, the firm's fees are determined with reference to the time expended on the matter by partners, associates, legal assistants and other staff members recording time on specific matters, in each case at hourly rates established in relation to the experience and skills of the person performing the work. When the size, complexity, difficulty or urgency of a matter, or the result obtained, or similar factors so dictate, our fee may include an additional amount deemed by the firm to be reasonable in light of such factors. The firm's hourly rates are revised periodically to reflect increased skills, costs, and other factors. Clients may obtain information about the range of the rates currently in effect from the attorney in charge of the matter.

For some matters a billing arrangement determined without reference to time can be made. The attorney responsible for the matter in the firm will discuss any such specialized basis for billing with the client on a case-by-case basis. Any such arrangements will be confirmed in writing.

2. ADVANCES ON FEES, OTHER CHARGES AND DISBURSEMENTS. For new clients of the firm, and in certain other cases in which it is deemed appropriate, the firm's policy is to require an advance payment to be applied against the cost of legal services and other charges and disbursements expected to be rendered and incurred. The amount advanced will be treated as a security payment retainer. A security payment retainer remains the property of the client until used to pay for services rendered, and the funds will be deposited in our client trust account. The advance will be applied in the manner provided in the engagement letter to which this statement is attached. If the project is concluded or terminated (or at such earlier date as the firm deems appropriate, or as is otherwise agreed at the time of the advance), any portion of the advance not applied by the firm to its fees, other charges and disbursements in respect of services performed prior to such conclusion or termination or such earlier date will be refunded. Absent special arrangements, no interest will be paid to clients on such advances.

3. OTHER CHARGES AND DISBURSEMENTS. Clients are billed various charges for ancillary services, including long distance telephone, photocopying, messenger service, computerized research and database management, mailing, outgoing facsimile transmissions, express delivery, overtime secretarial charges specifically related to the matter, and other expenses. To reflect costs associated with providing telephone and computerized research services, we bill clients an amount in excess of our direct out-of-pocket expenses for such services. A summary of the manner in which we currently bill for ancillary services can be obtained from the attorney in charge of the matter. In addition, the firm bills clients for disbursements incurred by the firm on the client's behalf. By way of example, disbursements typically include travel expenses, court stenographer's fees, filing and other fees, and bills rendered to the firm by third-party providers of services. Bills for these charges are often transmitted directly to the client for payment and it is expected that these bills will be paid by the client upon receipt.

4. FREQUENCY OF BILLING. Statements for services, other charges and disbursements are generally rendered monthly. However, in certain matters of a transactional nature, the firm may render a statement upon the completion of the transaction or, if the transaction is not completed, at the time work is completed.

5. PAYMENT TERMS. All statements in respect of professional fees, other charges and disbursements are due upon receipt and the firm expects payment in not more than thirty days. The firm's fees do not include any factor for delayed payment by clients, but the firm may impose such a charge in respect of any statement unpaid for more than forty-five days. The firm reserves the right to terminate its services if statements are not paid promptly.

February 1, 2015

Drinker Biddle & Reath LLP

Statement on Charges for Ancillary Services

This schedule summarizes the manner in which the firm currently determines the amount billed to clients for ancillary services provided by the firm or obtained for the client from outside vendors. The amounts set forth in this schedule, like the rates of our lawyers, change from time to time.

Expense Description	Basis of Charges	Current Charge	Client Bill Presentation
<u>MAIL/DELIVERY</u>			
Federal Express Delivery Services	Per Delivery	Invoice Amount	Federal Express
Other Express Delivery Services	Per Delivery	Invoice Amount	Express Delivery Service
Outside Delivery	Per Invoice	Invoice Amount	Delivery Service Charge
<u>COPIES</u>			
Network Copies	Per Page	\$.08 over 1000 copies	Network Print
		\$.10 under 1000 copies	Network Print
Photocopy	Per Page	\$.15	Duplicating
Color Copies	Per Page	\$1.00	Duplicating - Color Copies
Document Binding	Per Booklet	Up to \$1.00	Bindery
Photocopy (Outside Service)	Per Invoice	Invoice Amount	Outside Photocopying Service
<u>COMMUNICATIONS</u>			
Fax:			
Incoming	--	No Charge	Fax Charges
Outgoing	Per Page	\$1.00	
Postage	Destination	Amount Over \$2.00	Postage

Expense Description	Basis of Charges	Current Charge	Client Bill Presentation
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RESEARCH/DATA MANAGEMENT

Lexis/Nexis & Westlaw Online Data Bases	Per Hour/Search	Published Rates less 50%	Computer Assisted Research
Other Online Usage (Dialog etc.)	Per Hour/Search	Information Cost	Computer Assisted Research
Computer Usage (Litigation Support)	Per Hour	\$115.00/\$185.00	Database Service
Reports, Searches, Certificates	Per Invoice	Invoice Amount	Searches
Filing, Recordation Fees	Per Invoice	Invoice Amount	Filing/Other Fees
Depositions, Transcripts, Service of Process	Per Invoice	Invoice Amount	Depos., Transc., Service
Computer Tax Preparation	Per Return	\$50.00	Computax

TRAVEL

Travel – Non Auto	Per Invoice	Invoice Amount	Travel Expense
Auto:			
Personal or Firm	Per Actual Mile	Rate established by the IRS from time to time	Mileage
Rental	Per Invoice	Invoice Amount	Auto Rental

OTHER

Staff Overtime	Per Hour Transportation	\$39.00 Actual Charge	Non-Atty OT Transportation
Outside Professional Services	Per Invoice	Invoice Amount	Consultant Fees & Exp.
Minute Books	Per Book	Invoice Amount	Corporate Supplies
Other Misc. Cash Costs as incurred on behalf of the client	Per Invoice	Invoice Amount	Other Miscellaneous Expenses

Contract Information

Priority: Urgent

False Confidential

PO Number: 155492

OGC #: 32837

Contract Type: Procurement - New

Vendor Name: Drinker Biddle & Reath LLP

Vendor Contact: Daniel Collins

Address: 191 North Wacker Drive
Suite 3700

COPY

City: Chicago

State: IL

Zip: 60606

Phone: 312-569-1000

Fax: 312-569-3000

Email: Daniel.Collins@dbr.com

Country: United States

Description: Outside Legal Services

Start Date:

End Date:

Due Date:

Fiscal Year: FY15

Contract Renewal:

Dollar Amount: \$49999.00

Dollar Amount Type:

Funding: NIU

Buyer Name: Kent Clapsaddle

Buyer Phone: 753-6107

Buyer Email: clapsaddle@niu.edu

Attorney Name:

Attorney Email:

Procurement Comments: Procurement is forwarding this with the belief that this is related to litigation and is therefore exempt from normal Procurement Code requirement of bid for professional and artistic services at \$20,000.

Contract Status

Date Created: 5/5/2015

OGC Contract Status: New

Request Received: 5-7-15

Holding Start:

Holding End:

Out for Vendor Signatures:

Out for NIU Signatures:

OGC Complete:

New (Laura)

Rush Request

* please note

Processing

Required Supporting Documents

Certification: Vendor Contacted

W-9:

W8Ben:

Disclosures: Vendor Contacted

Grant Award:

Grant #:

Insurance:

Bond:

Conflict of Interest:

Approvals

PPB: Not Applicable

Pres Bot: Presidential Pending

Reference

Department: Presidents Office

College/Area: Presidents Office

Division: Univ Administrative Services

Requested by: Dori Hooker

Requestor Phone: 753-9501

Requestor Email:

Entered by: Linda Odum

Entered by Phone: 753-9829

Entered by Email:

Other Contact:

Other Contact Phone:

Other Contact Email: