

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is dated as of the 21st day of November, 2014 ("Effective Date"), between the Board of Trustees of Northern Illinois University, DeKalb, Illinois 60115 ("University") and Talence Group, LLC, with a principal business address of 5337 NW 128th Ter., Portland, Oregon 97229 ("Consultant").

IN CONSIDERATION OF the mutual covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

1. Services

- 1.1 Consultant shall provide services and deliver to University deliverables in accordance with the objectives communicated by University to Consultant, in accordance with the Consultant's response to Proposal #JLT151004 ("RFP"), and in accordance with the terms and conditions of Exhibit A, all of which are attached hereto and incorporated herein by reference.
- 1.2 Consultant shall perform the services hereunder as an independent contractor and shall not be considered an employee or agent of the University for any purpose.

2. Term and Termination

- 2.1 The term of this Agreement ("Term") shall be from the Effective Date through the date of completion of services, unless earlier terminated as provided for herein. The Term may be extended by the mutual agreement of the parties in accordance with Section 6.2 hereof.
- 2.2 University may terminate this Agreement by giving Consultant written notice. Consultant shall immediately cease work then in effect. University shall pay Consultant on a pro rata basis for work completed up to the effective date of termination. Any amounts prepaid to Consultant by University for work not completed as of the effective date of termination shall be refunded to the University by Consultant.

3. Compensation and Expenses

- 3.1 In consideration and as full and complete compensation for Consultant's performance of the services described herein, and subject to the terms of this Agreement, University shall pay undisputed Consultant fees as provided in Exhibit A. Under no circumstances will University pay for charges in excess of the agreed upon fees. Consultant shall submit invoices in accordance with any instructions provided by University and University shall make payment to Consultant within thirty (30) days of receipt of invoice. Payment for all or part of the services or deliverables shall not constitute acceptance.
- 3.2 If applicable, any travel costs and expenses must be pre-approved in writing by University.

4. Obligations of Consultant

- 4.1 Consultant represents and warrants that (i) it has the qualifications and skills necessary to perform the specified services under this Agreement in a competent and professional manner; (ii) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms; (iii) the execution, delivery, and performance of this Agreement will not infringe upon the rights of any third party or violate the provisions of any agreement to which it is a party; (iv) it will comply with all applicable federal, state and local laws, rules and regulations in providing or performing the services, as such laws, rules and regulations may be amended from time to time; and (v) the services will conform to the standards applicable in the field or industry.
- 4.2 Neither this Agreement nor any duties or obligations herein may be assigned by Consultant without the prior written consent of University.
- 4.3 Consultant agrees to indemnify, defend, and hold University free and harmless from all claims, demands, losses, costs, expenses, judgments, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, however caused, resulting from, arising out of or in any way connected with Consultant's, its employees or agents performance of this Agreement or breach of any representation, warranty or provision contained herein.

5. Ownership and Assignment

- 5.1 Consultant agrees that immediately upon creation University owns all right, title and interest in and to the reports, designs, plans, specifications, drawings, inventions, processes, and other information, work product, deliverables or items produced by Consultant, its employees, or agents while performing services under this Agreement (collectively, "Work Product") as "works made for hire" (as defined in the U.S. Copyright Act of 1976, as amended, and for purposes of all other copyright laws throughout the world), and any and all related copyrights, patents, trademarks and other intellectual property rights (collectively, "Proprietary Rights") in such Work Product. If, for any reason, any of the Work Product is not found to have been created as works made-for-hire, Consultant hereby assigns immediately upon creation to University Consultant's entire right, title and interest in all Work Product and all Proprietary Rights in Work Product. Consultant shall execute any documents in connection with such assignment that University may reasonably request. Consultant shall enter into agreements with its employees and agents, as necessary to establish University's sole ownership in Work Product and Proprietary Rights, and upon request, Consultant shall provide University with copies of such agreements.
- 5.2 All information, data and materials, including but not limited to, any written, printed, graphic, or electronically or magnetically recorded information furnished by University for Consultant's use are the sole property of University.
- 5.3 Consultant will maintain all proprietary information in confidence, and will not

disclose it, by any means, to any person, unless disclosure is required in the performance of the specified services. In such case, such disclosure shall only be with University's prior written approval and only to the extent necessary to perform the specified services. This prohibition also applies to Consultant's employees, and agents and Consultant shall ensure and be responsible for compliance with this provision by its employees and agents. On termination of this Agreement, Consultant will return any confidential information in its possession (including all confidential information in the possession of its employees and agents) to University.

6.0 General Provisions

- 6.1 Service of all notices required or permitted under this Agreement shall be sent to Consultant at the address set forth above and to University at Northern Illinois University, Human Resource Services, Attn: Dr. Lisa Freeman, DeKalb, Illinois 60115, or to any other address which a party specifies by giving notice in accordance with this section. Notice shall be given and deemed effective: (a) when delivered personally; (b) the next business day after sent by a nationally recognized courier service with next day delivery; or (c) three business days after sent by certified mail, return receipt requested.
- 6.2 This Agreement constitutes the complete and final agreement of the parties pertaining to the services. This Agreement supersedes the parties' prior agreements, understandings and discussions relating to these services. In the event of a conflict between the terms of this Agreement and the terms of Exhibit A or any other attachment, the terms of this Agreement shall control. No modification of this Agreement is binding unless it is in writing and signed by University and Consultant.
- 6.3 The University is generally exempt from the payment of taxes and shall not be obligated to pay any taxes from which it is exempt.
- 6.4 Consultant will not issue any press release or other public announcement relating to this Agreement or the activities contemplated by this Agreement or use the University's name, marks or any other trade designations without the prior written approval of University, which approval may be withheld for any reason.
- 6.5 A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.
- 6.6 The parties agree that a signature transmitted to the other party by facsimile or other electronic transmission shall be effective to bind the party whose signature was transmitted. The parties further agree that any xerographically or electronically reproduced copy of this fully executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

- 6.7 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 6.8 This Agreement shall be interpreted and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

By: [Signature]
Name: Norval Suttentfield
Title: Interim CFO

TALENCE GROUP, LLC

By: [Signature]
Name: Sherry Cadsawan
Title: Managing Partner