



Procurement Contracting & Payment Services  
48 Donley Street, 4th Floor  
PO Box 6024  
Morgantown, WV 26501  
Ph: 304-293-5711

Visit WVU PCPS on the internet: <http://procurement.wvu.edu>

Number: **U23RPKGROUP**

Please show this number on all packages and documents related to this Order.

Contract Owner:  
**T. Kiger**

**Vendor:**

rpK GROUP, LLC.  
626C Admiral Drive, Suite 511  
Annapolis, MD 21401

**Ship To:**

West Virginia University  
Office of the Provost  
206 Stewart Hall  
P.O. Box 6203  
Morgantown, WV 26506-6203

**Invoice To:**

West Virginia University Payment Services  
48 Donley Street, 4th Floor  
PO Box 6024  
Morgantown, WV 26501  
Ph: 304-293-5711  
[pcpsap@mail.wvu.edu](mailto:pcpsap@mail.wvu.edu)

**Itemize Invoices According to Purchase Order**

**AGREEMENT**

This Agreement constitutes acceptance of contract by and between West Virginia University and rpK GROUP, LLC.

for: consulting services focused on goals set forth by President Gee's 2023 State of the University address

Effective date beginning April 18, 2023 and extending through December 31, 2023

Any services performed under this Agreement are to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for these services. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

If 'Open-End' is stated in lieu of total purchase order amount – it is due to indefinite quantity or length of service required; but, only to the extent the services remain within the intended scope of work.

Total Amount  
of this Order:

**Open End**

Procurement Officer Signature:

**ALL CONTRACTS / PURCHASE ORDERS / AGREEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS INCLUDED  
HEREIN**

**WEST VIRGINIA UNIVERSITY**  
**CONSULTING SERVICE AGREEMENT**

This **Consulting Service Agreement** (“Agreement”) is entered into and effective as of Tuesday, April 18, 2023, (the “Effective Date”), by and between the **West Virginia University Board of Governors on behalf of West Virginia University**, an agency and State institution of higher education governed under the laws of the State of West Virginia, (“WVU or University”) located at 1500 University Avenue, Morgantown, WV 26506 and **RPK GROUP, LLC**, located at 626C Admiral Drive, Suite 511, Annapolis, MD 21401 (hereinafter referred to as “Consultant”). WVU and Consultant are sometimes collectively referred to herein as “Parties,” or individually, as a “Party.”

WHEREAS, as announced during President E. Gordon Gee’s State of the University address on March 27, 2023, WVU is facing a structural budget deficit that must be addressed by the University in an expedited manner.

WHEREAS, a declining college-aged population, lower college-going rates, rising financial costs, a national narrative questioning the value of college and lean financial and personnel structures emerged as challenges in 2019, and the pandemic added new enrollment difficulties in 2020 and 2021. While WVU student recruitment rebounded last year, the University also saw dramatically improved graduation rates which resulted in a decline in total enrollment. And WVU has experienced the global inflation concerns like other colleges and universities, paying more for goods and services, personnel costs, as well as the recruitment of new faculty and staff.

WHEREAS, WVU’s Board of Governors has directed University leadership to make necessary programmatic and personnel cuts to ensure that the University has a stable financial future, but also has strategic funding available each year to grow and expand programming that will enhance the student experience and prepare students for the modern job market.

WHEREAS, President Gee outlined in his State of the University address that the University would approach this directive by focusing on the First Principles: Students First, Land-Grant Mission and Differentiation.

WHEREAS, putting Students First will enhance the academic journey by providing the learning experiences and outcomes desired by students and future employers. Investments in programming and initiatives that improve a student’s professional and personal development, health and well-being, and pursuit of purpose will be prioritized to assist in recruitment, retention and persistence.

WHEREAS, focusing on the University’s land-grant mission will enhance the service the University provides to the state particularly in life-changing research, economic development, health care initiatives, education and community development.

WHEREAS, focusing on Differentiation will enhance the opportunities students, faculty and staff will find only at WVU. Differentiation will focus on those areas where WVU can provide

a unique experience that cannot be replicated elsewhere. It will allow the University to develop signature programs and areas of excellence with the goals of attracting top-quality faculty, staff and students who will excel and, in turn, give back to the state through research, service and the job market.

WHEREAS, the University will assess its strengths for further investment, as well as identify areas of opportunity.

WHEREAS, University will develop a data-driven plan to assess the University's academic portfolio and how it relates to students' needs.

WHEREAS, the University wishes to partner with a consultant experienced in such data-driven evaluations and who can complete this analysis on an expedited basis.

THEREFORE, in consideration of the mutual promises, conditions and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Work; Consulting Services. In accordance with the provisions of this Agreement, Consultant is willing to provide, and WVU wishes to obtain, those certain Consulting Services described in Attachment A: Scope of Consultant Services and incorporated by this reference (the "Consulting Services"). All Consulting Services and Work (defined below) provided by Consultant under this Agreement shall be provided in a competent, prompt, and professional manner. Consultant agrees to cooperate in good faith with WVU in connection with the resolution of any concerns that may arise with respect to any of the Consulting Services and Work.

In rendering the Consulting Services, [Maryanne Reed, WVU's Provost and Vice President for Academic Affairs and James Robert Alsop, Vice President of Strategic Initiatives] shall be the main point of contact for oversight and review of the Consulting Services and Work. Consultant shall work on and off-site and shall communicate regularly with WVU's Provost Office and WVU senior leadership, concerning the progress of Consultant's work. WVU shall provide pertinent information to Consultant and shall answer all reasonable inquiries of Consultant with respect to such information.

2. Compensation.

- a. WVU agrees to pay Consultant on an hourly rate basis, at the rates listed in Attachment B: Consultant Rates. Additionally, the Consultant shall not exceed The Not To Exceed ("NTE") amounts listed for the individual categories as specified in Attachment A: Scope of Consultant Services. The indicated NTE will not be exceeded unless: (a) Consultant and WVU conduct a discussion and agree on any additional scope or costs that exceed the related category and NTE amount, and (b) WVU must provide written approval of any such revised scope or increase in the NTE.

- b. Payment shall be made to **rpk GROUP** and remitted to the remittance address of 626C Admiral Drive, Suite 511, Annapolis, MD 21401. Upon request from WVU and upon execution of this Agreement, Consultant shall provide WVU with a completed original Department of the Treasury, Internal Revenue Service, Form W9 "Request for Taxpayer Identification Number and Certification."
  - c. Travel Expenses. The University will reimburse Consultant for Consultant's travel expenses, such travel expenses will be subject to WVU travel regulations, including documentation, which are located at <http://procurement.wvu.edu/employees/traveling>. Unless otherwise agreed by the Parties, all Consultant-incurred travel expenses shall be invoiced and paid based on actuals. Payment on a monthly basis, shall be supported by receipt, and shall be paid by the University within thirty (30) days after invoice approval. Consultant shall not bill University for travel time unless agreed in advance by the University in writing.
  - d. WVU shall pay Consultant **Net thirty (30)** days of receipt of invoice.
  - e. All Electronic Payments shall be submitted as arranged by the Parties through WVU's Payment Services.
  - f. Payment will be made upon electronic submission of detailed invoice(s). Payment will only be made in the name as appears in the Agreement as the Party. Invoices shall contain, or be attached to, supporting documentation that is satisfactory to WVU which, at a minimum, shall state the Service rendered in detail, dates of Service, Contract Identification, and any additional information facilitating the proper allocation and payment of such invoice (Include Invoice Number to ensure proper credit).
3. Term. This Agreement shall commence on the Effective Date, and will terminate on December 31, 2023, or as otherwise stated in this Agreement. This Agreement can be renewed upon mutual written agreement by both Parties.
4. Confidential Information.
- a. Definition. "Confidential Information" means any confidential or proprietary information furnished by one Party to the other in connection with the Consulting Services that is specifically marked as confidential, or understood to be confidential, which may include all information provided to Consultant by WVU in order to accomplish the Consulting Services or Work.

- b. Obligations. For three (3) years after disclosure of Confidential Information, the receiving Party may only disclose Confidential Information to its directors, officers, employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of the Consulting Services. Notwithstanding the foregoing, the obligation to maintain confidentiality extends indefinitely for any trade secrets agreed to be received under this Agreement. WVU may refuse to accept any Confidential Information offered by Consultant.
  - c. Exceptions. The obligations of Section 4.2(b) do not apply to information that the receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third Party without a known obligation of confidentiality to the disclosing Party; (iv) is required to be disclosed to comply with a law, regulation, or court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure.
  - d. Ownership and Return. The disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this Agreement or at the request of the disclosing Party, the receiving Party shall return all originals, copies, and summaries of Confidential Information in its possession or control, except that legal counsel of the receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Agreement.
5. Materials. All materials, equipment, and instruments purchased using funds provided by WVU shall at all times remain under the sole ownership and control of WVU, unless otherwise provided for in this agreement or Attachment A.
6. Intellectual Property.
- a. Definition. All inventions, discoveries, improvements, developments, data, analyses, concepts, trade secrets, original works of authorship, formulas, work products, drawings, images, photographs, prototypes and other materials, know-how, designs, algorithms, computer programs, (including, but not limited to, source code, object code routines, macros, apps, etc.), databases, strategies, processes, procedures, methodologies, and techniques, and all documentation relating to the foregoing, whether or not patentable or registrable under copyright or similar laws, which Consultant, alone or jointly, while operating within the scope of Consulting Services listed on Attachment A, creates, conceives, develops, reduces to practice, or causes another to create, conceive, develop, or reduce to practice for WVU, will collectively and individually be referred to as the "Work."

- b. Work Made For Hire. Consultant and WVU understand and agree that (i) the Work shall be deemed a “work made for hire” within the meaning of that term under the United States Copyright Act, 17 U.S.C. §§ 101 et seq., as amended or superseded, and (ii) each Party considers the Work that results from the Consulting Services to be rendered by Consultant hereunder and all rights therein, including, without limitation, copyright and other proprietary rights (both tangible and intangible), including the right to revise, edit and distribute the same, belongs to WVU and (iii) WVU shall be deemed the sole and exclusive owner of all right, title and interest in and to such Work in any and all media, languages, territories, jurisdictions throughout the world, now known or hereafter devised, including but not limited to, any and all work of authorship, copyrights, and copyright registrations. To the extent that any portion of the Work does not constitute a “work-made-for-hire” owned by WVU, Consultant hereby assigns and agrees to assign and transfer all of its right, title and interest in such Work to WVU pursuant to paragraph 5(c) hereof.
- c. Assignment. Consultant agrees to assign and does hereby irrevocably assign and transfer to WVU, its successors and assigns, the entire right, title and interest in and to the Work, (including, but not limited to, any Work not deemed, for whatever reason, to have been created as a work made for hire), products, results, deliverables, and materials of the Consulting Services provided by Consultant in any and all media, languages, territories, and jurisdictions throughout the world, now known or hereafter devised, including, but not limited to any and all inventions, patents, patent applications, copyright registrations, copyright applications, trade secrets, know-how, and other intellectual property rights in the Work, and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to the right to prosecute all causes of action, either in law or in equity to recover damages for past, present, or future infringement, and in and to all rights corresponding to the foregoing throughout the world.
- d. Use of the Work. WVU shall have the unrestricted right to use, display, publish, perform, record, copy, broadcast, transmit, distribute, augment, subtract from, modify, distort, translate, transfer, combine with other information or materials, create derivative works based on, sell, or otherwise exploit for any purpose, the Work and any portion thereof, in any manner or media throughout the world, as WVU may in its sole discretion determine. Consultant hereby irrevocably waives and assigns to WVU any and all so-called moral rights or “droit moral” Consultant may have in or with respect to any Work and agrees not to assert any moral rights against WVU with respect to the Work. Notwithstanding the foregoing, nothing contained herein will require WVU to exercise or exploit any of WVU’s rights in or to the Work.

- e. Delivery and Disclosure. Consultant shall deliver to WVU all deliverables and Work, whether in physical or electronic form, to WVU according to the requirements in Attachment A or upon completion. Consultant agrees to report promptly in writing to WVU any discovery or invention developed under this Agreement.
  - f. Cooperation. Upon WVU's request, Consultant agrees to promptly execute and deliver to WVU all papers and to perform such other proper acts as WVU may deem necessary to secure for WVU or its designee the rights herein assigned, including, but not limited to, assignments, declarations for patent applications, copyright registrations, or such other documents as are necessary to effectuate the purposes of this Agreement and to vest in WVU ownership of all Work. Consultant hereby irrevocably appoints WVU as Consultant's attorney-in-fact with full power to execute, acknowledge, deliver and record any and all such documents Consultant fails to execute within five (5) business days after WVU's request therefor.
  - g. License to Prior Work. Nothing herein conveys or transfers ownership of or rights to Consultant's Prior Works. If Consultant incorporates into any Consulting Services any original work or authorship created or owned by Consultant prior to this Agreement ("Prior Works"), Consultant hereby grants to WVU a non-exclusive, assignable, irrevocable, perpetual, worldwide, sub-licensable (through one or multiple tiers), royalty-free, unlimited license to use, copy, reproduce, distribute, publish, modify, adapt, alter, translate, improve, create derivative works of, practice, publicly perform, publicly display and digitally perform and display such Prior Works as incorporated into the Consulting Services in any media now known or hereafter known.
  - h. Other Agreements. For clarity, in the event Consultant is also involved in research collaboration with WVU pursuant to subcontracts or sponsored research agreements administered by the West Virginia University Office of Sponsored Programs, intellectual property rights may be governed by the terms of the separate grant or contract with the University to the extent such grant or contract includes conflicting intellectual property terms.
7. Subcontractors. Consultant shall provide written notice to WVU prior to entering into any third-party subcontracts to accomplish the Consulting Services under this Agreement. Consultant must cause its third-party subcontractors and their employees to comply with all relevant terms and conditions of this Agreement, including without limitation Section 4 (Confidential Information), Section 5 (Materials), Section 6 (Intellectual Property), Section 9 (Use of Name for Publicity), Section 10 (Record Keeping, Audit Rights, and Reports), and Section 143 (Independent Contractor).

8. Indemnification. Consultant shall hold harmless, defend and indemnify WVU and its board of governors, officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses, including, but not limited to, reasonable attorneys' fees, because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of: (a) performance or breach of this Agreement by Consultant, or (b) Consultant's use of WVU's premises, (c) any claim of patent, trademark, copyright, franchise or other intellectual property infringement by the Work and/or Consulting Services provided by Consultant hereunder or (d) any act, error, or omission on the part of Consultant, or its agents, employees, invitees, participants, or subcontractors, except where such claims, losses, causes of action, judgments, damages or expenses result solely from the negligent acts or omissions or willful misconduct of WVU, or its board of directors, officers, employees, or agents.
9. Use of Name for Publicity. Neither Party shall use the name of the other Party in any advertising, publicity, news release, or promotional material without the prior written approval of the other Party.
10. Record Keeping, Audit Rights, and Reports. Consultant shall maintain accurate accounting records for all goods and Consulting Services provided pursuant to this Agreement and shall retain all such records for a period of at least three (3) years following termination of this Agreement. Upon reasonable notice and during normal business hours, WVU, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the provision of goods and Consulting Services under this Agreement. WVU's audit rights shall extend throughout the Term of this Agreement and for a period of at least three (3) years thereafter. During the Term, upon request, Consultant shall summarize and concisely report to WVU in a timely manner information requested by WVU pertaining to the Consulting Services.
11. Notices. All notices under this Agreement shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or such other addresses as the Parties may designate from time to time by written notice in the above manner:

For WVU:           West Virginia University  
                          Office of the Provost  
                          206 Stewart Hall  
                          P.O. Box 6203  
                          Morgantown, West Virginia 26506-6203

Copy to:           West Virginia University  
                          Office of General Counsel



105 Stewart Hall  
P.O. Box 6204  
Morgantown, WV 26506-6204

and

West Virginia University  
Procurement, Contracting & Payment Services  
48 Donley Street  
Morgantown, WV 26506

For Consultant: rpk GROUP  
626C Admiral Drive, Suite 511  
Annapolis, MD 21401

12. Compliance with Law. The Parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law.

13. Termination.

- a. Termination. This Agreement may be suspended or terminated by either Party at any time by giving thirty (30) days written notification to the appropriate contact of the other Party.
- b. Termination for Breach. In the event that either Party shall be in breach, violation or default of any of its obligations under this Agreement and shall fail to remedy such default within thirty days (30) after receipt of written notice thereof, the Party not in default (reserving cumulatively all other remedies and rights under this Agreement and at law and in equity) shall have the option of terminating this Agreement upon written notice thereof.
- c. Surviving Terms. Expiration or termination of this Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination. Expiration or termination of this Agreement does not affect the Parties' rights and obligations under Articles 4, 6, 8, 10, 18, 20, 22.
- d. Payments on Termination. If this Agreement is terminated prior to its expiration for any reason other than a material breach by Consultant, then on the effective date of termination, WVU shall pay Consultant (a) for costs that were incurred by Consultant through the date of termination or for the work that was performed through the date of termination, documented by verifiable receipts, and (b) for all

uncancellable financial commitments that Consultant intended to pay through WVU's funding under this Agreement. On the other hand, if Consultant retains WVU funding on the effective date of termination that has not been committed or expended, Consultant shall return the remaining unobligated balance to WVU within five (5) business days of the termination date.

14. Independent Contractor. Consultant shall perform the Consulting Services as an independent contractor. WVU is interested only in the results to be achieved and compliance by Consultant with the terms and conditions of this Agreement and all applicable laws. The conduct and control of the Consulting Services shall lie solely and exclusively with Consultant. Neither Consultant nor any of its agents, employees, subcontractors, servants or invitees (collectively "Consultant Employees") shall be considered an agent or employee of WVU, nor shall anything in this Agreement be construed as creating a single enterprise or joint venture, for any purpose. Consultant Employees are not entitled to any benefits provided by WVU for its employees. However, the work is subject to the right of inspection and approval by Consultant and all applicable governmental authorities. Consultant shall be solely responsible for the acts of Consultant and its Employees during the performance of the Consulting Services. Consultant shall not have the authority to enter into any contract or agreement to bind University and shall not represent to anyone that Consultant has such authority.
15. Insurance. During the term of the Agreement, Consultant shall procure, at its own expense, and maintain for the duration of the Agreement, the following insurance coverage from insurers licensed or registered to do business in the State of West Virginia: (a) Commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; (b) Worker's Compensation insurance in accordance with applicable statutory limits; and, if applicable, (c) professional liability insurance of \$1,000,000 per claim/loss and \$1,000,000 annual aggregate, with proof that coverage shall remain in effect for a minimum of three years from the date of completion of the project, Consultant shall provide such other insurance as may be required by law. All applicable liability insurance carried by Consultant in connection with the Consulting Services shall list WVU as an additional insured and such insurance shall be primary and not contributory as to any other insurance WVU may have in effect. The Consultant shall provide a certificate of insurance to WVU evidencing required coverage prior to commencement of the Consulting Services. All policies shall provide a minimum of thirty (30) calendar day's written notice prior to cancellation or material change. The insurance company(ies) providing the above-described coverage shall have an AM Best Rating of no less than (A-) excellent.
16. Representation and Warranty. Consultant does hereby represent and warrant that all Consulting Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such Consulting Services. By executing this Agreement, Consultant represents and warrants that Consultant (i) has thoroughly investigated and considered the work to be

performed, (ii) if applicable, has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, (iv) fully understands the facilities, difficulties and restrictions in the performance of the Consulting Services under this Agreement, and (v) to the extent Consultant utilizes third-party licenses to develop the Work, including Prior Works, the Consultant has acquired all of the rights and licenses necessary from said third-party to convey the rights required by Section Six, Intellectual Property, herein. Should the Consultant discover any latent or unknown conditions materially differing from those inherent in the Consulting Services or as represented by WVU, Consultant shall immediately inform WVU of such fact and shall not proceed except at Consultant's risk until written instructions are received from WVU. By execution of this Agreement, Consultant warrants that it is a registered vendor with the State of West Virginia and in good standing.

17. No Debarment by Federal Agency. Consultant does hereby warrant, represent and certify, to the best of Consultant's knowledge and belief, after reasonable inquiry that no principal, officer, director, employee, agent, consultant, independent contractor or other person associated with Consultant (i) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; (ii) has, within the three year period preceding the Effective Date, been convicted of, or had a civil judgment rendered against them for, commission of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; for violation of a Federal or State antitrust statute; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; or for making false statements or receiving stolen property; (iii) is presently indicted or otherwise criminally or civilly charged or under investigation by any governmental entity (Federal, State or local) with regard to the commission of any of the offenses enumerated herein; nor (iv) has, within the three year period preceding the Effective Date, had any public transaction (Federal, State, or local) terminated for cause or default.
18. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of West Virginia. The Parties shall bring any action in connection with this Agreement in courts of competent jurisdiction in the State of West Virginia.
19. Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, epidemic, pandemic, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.
20. Export Controls. The Parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this

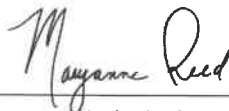
Agreement. Consultant shall notify WVU before providing WVU with any export-controlled information or materials by referencing this Agreement and a description of the export-controlled information to [exportcontrol@mail.wvu.edu](mailto:exportcontrol@mail.wvu.edu).

21. Equal Opportunity; Non-Discrimination. Neither Party shall discriminate against any employee, applicant for employment, or recipient of Consulting Services on the basis of race, religion, color, creed, sex, age, disability, national origin, marital status, ancestry, sexual orientation, or gender identity.
22. Taxes. Consultant shall pay all taxes which may be levied or incurred in connection with the performance of any Consulting Services under this Agreement, including taxes levied or incurred against Consultant's income, inventory, property, sales, or other taxes.
23. Agreement Construction. The Parties to this Agreement recognize that each of them have independently initiated this Agreement and the terms within this document. As such, ambiguities within this Agreement may not be construed against either Party. Furthermore, each Party has had the opportunity to have this Agreement reviewed by its own legal counsel.
24. Miscellaneous. This Agreement (a) may not be assigned or transferred by either party without the other party's prior written consent; (b) constitutes the entire understanding of the Parties with respect to the subject matter hereof; (c) may be modified or amended only in a writing signed by duly authorized representatives of both Parties; any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance; (d) the Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument; and (e) headings are for convenience and do not affect the meaning of any provision of this Agreement. WVU may assign this Agreement to a successor board, agency, or commission of the State of West Virginia by providing written notice to Consultant.
25. Entire Agreement. This Agreement with its exhibits constitutes the entire agreement between the Parties and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, relating to the performance of this Agreement.

**[Remainder of Page Intentionally Left Blank;  
Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have caused this Consulting Agreement to be executed by their duly authorized representatives.

West Virginia University Board of Governors RPK GROUP, LLC  
on behalf of West Virginia University

X   
\_\_\_\_\_  
Signature (Authorized representative)

Signatory: Maryanne Reed  
Title: Provost and Vice President for  
Academic Affairs

Date: April 18, 2023

 Recoverable Signature  
X Richard Staisloff  
\_\_\_\_\_  
Signature (Authorized representative)

Signed by: dcf51f00-48ca-4ea3-b157-c5ee0098505b

Signatory: Richard Staisloff  
Title: Senior Partner

Date: 4/18/2023

X   
\_\_\_\_\_  
Signature (Authorized representative)

Signatory: James Robert Alsop  
Title: Vice President for Strategic Initiatives

Date: 4/18/2023

This standardized WVU Consulting Service Agreement ("Agreement") has been approved as to form prior to use on this 9th day of June, 2022, by the Office of the West Virginia Attorney General as indicated in the signature line below. Any alteration, modification or addition to this Agreement, other than completing the fillable sections, are void unless the alterations, modifications, or additions are expressly approved in writing by the Office of the West Virginia Attorney General.

PATRICK MORRISEY, ATTORNEY GENERAL

BY: \_\_\_\_\_

  
DEPUTY ATTORNEY GENERAL

## **ATTACHMENT A: SCOPE OF CONSULTING SERVICES**

Consultant will provide the services as defined below to WVU. The Not To Exceed (“NTE”) amounts, provided are estimated costs. The indicated NTE will not be exceeded unless: (a) Consultant and WVU conduct a discussion and agree on any additional scope or costs that exceed the related category and NTE amount, and (b) WVU must provide written approval of any such revised scope or increase in the NTE and the parties shall amend the Agreement pursuant to Section 24 of the Agreement -“Miscellaneous.” Additional WVU approved travel expenses shall be paid in accordance with the terms of the Agreement.

### **1. Academic Program Performance and Investment Analysis (\$250,000 NTE)**

#### **a. Data and Information Framework**

1. Consultant will provide WVU with a list of best practice metrics routinely utilized in academic program portfolio review including a framework for evaluating these metrics to identify which are priority for robust review. (Deliverable is due by May 1, 2023)
2. Consultant will provide WVU with data definitions, methodology, and an approach to developing a ROI 2x2 matrix to assess program cost versus effectiveness according to metrics chosen. (Deliverable is due by May 15, 2023)
3. Consultant will consult with WVU data leaders as requested as WVU collects, analyzes, and matrices these measurements to facilitate effort and continuity. (Task shall be conducted between April 20- July 1, 2023)
4. Consultant will consult with WVU academic leadership on developing preliminary recommendations for programmatic changes and associated cost savings. (Task shall be conducted between July 1 – August 1, 2023)
5. Consultant will establish a rubric for program evaluation that integrates metrics and that will serve as a decision aid leveraging current program review practices both annually and every five years that is consistent with WVU Board of Governors Rules. (Deliverable is due by September 1, 2023)

#### **b. Engagement Framework**

1. Consultant will collaborate with WVU leadership in developing and deploying an engagement strategy facilitating both collaboration and governance as analyses are reviewed and shared with the academic leadership team and other senior leaders. This work includes change management and best practices for decision making and soliciting constructive feedback and facilitating broad based ownership of the process. (Task shall be conducted between August 1 – October 1, 2023)

c. Communication Framework

1. Consultant will collaborate with WVU leadership in developing a communication strategy designed to inform the campus community and other key stakeholders on the program portfolio review process and related decision making for both current application and in future use as this process is institutionalized. (Task shall be completed by August 1, 2023)

2. Instructional Efficiencies and Resources Analysis (\$100,000 NTE)

a. Administrative Stipends

1. Consultant will guide WVU in a review of the use of administrative stipends within the main campus, HSC, PSC and WVU Tech colleges, with consideration given to industry standards and best practices. Consultant will provide recommendations for savings or reinvestment based on agreed metrics. (Deliverable is due by June 1, 2023)

b. Workload

1. Consultant will guide WVU in a review of faculty workloads across various types of instructor categories to identify possible areas of untapped teaching capacity given current and projected campus enrollments. Interconnected components, such as the use of contingent instructional staff, class sizes, and number of sections, will be considered as part of this effort. Consideration will be given to industry standards and best practices. Consultant will provide recommendations for changes in policy and practice. (Deliverable is due by July 1, 2023)

3. Administrative/Academic Support Unit ("ASU") Analysis (\$175,000 NTE)

This effort will involve select ASUs within the Office of the Provost and Academic Affairs. Specific ASUs to be included will be identified by the Provost in consultation with Consultant. As part of these efforts, the Consultant will perform the below tasks.

- a. Consultant will work with WVU to establish an approach through which each ASU will be reviewed. Consideration will be given to industry standards and best practices and will likely include interviews with ASUs, organizational structure review, and assessment of efficiency relative to leveraging technology and spending patterns. (Deliverable is due by June 1, 2023)
- b. Consultant will assist WVU in gathering data and conducting interviews to inventory ASU activities, productivity/impact, and associated costs as defined by the approach in 3a. (Deliverable is due by July 1, 2023)



- c. Consultant will provide recommendations around changes to ASU activity portfolios and staffing levels to include elimination of redundancies, opportunities for consolidation, and elimination of unneeded/low-value activities. Recommendations will include estimated associated savings. (Deliverable is due by September 1, 2023)

**4. Trainings and Workshops for Academic Leaders (\$50,000 NTE)**

Consultant will work with WVU academic leadership to develop and potentially lead training efforts and workshops for academic leaders, such as program coordinators, departments chairs and Deans, around effectively managing resources and meeting financial objectives. Additional details will be determined and agreed to by the Provost's Office and Consultant. However, this work shall be conducted during the Fall 2023 semester.

**5. Administrative Services Review (\$300,000 NTE)**

This effort will involve select administrative services outside of the Office of the Provost/Academic Affairs. Specific administrative services to be included will be identified by WVU leadership in consultation with Consultant.

- a. Consultant will work with WVU to establish an approach for the administrative services review that reflects the established budget for this deliverable. Consideration will be given to industry standards and best practices, and will likely include interviews, organizational structure review, policy/procedures review, and assessment of efficiency.
- b. Consultant will assist WVU in gathering data and conducting interviews to inventory administrative services activities, productivity/impact, and associated costs as defined by the approach in 5a.
- d. Consultant will provide recommendations around changes to administrative services to include streamlining workflow, identifying needed changes in policy/procedures, eliminating redundancies, and eliminating unneeded/low-value activities. Recommendations will include estimated savings.

Planning for the administrative services review will begin spring of 2023, and the work will continue throughout fiscal year 2024.

## **ATTACHMENT B: CONSULTANT RATES**

Consultant will conduct work on an hourly basis and abide by the NTE rates stated Attachment A: Scope of Consulting Services. Consultant will provide WVU with monthly statements of activity, reflecting the actual hours utilized. A valid invoice is required for all payments. Direct expenses are reimbursable at cost and must be preapproved by WVU.

Hourly rates are as follows:

<b>Position</b>	<b>Hourly Rate</b>
Senior Partner	\$500.00
Principal	\$450.00
Senior Associate	\$350.00
Associate	\$300.00
Senior Analyst	\$225.00
Analyst	\$175.00
Executive Assistant	\$100.00