



## University of California Santa Cruz

### Revised Purchase Order

Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
<b>Aug 21, 2025</b>	<b>P0878444</b>	<b>1</b>	<b>Oct 29, 2025</b>
<b>Supplier Information</b>			
Supplier Name		Witt/Kieffer Inc	
Address		2015 Spring Road #510 Oak Brock, Illinois 60523 United States	
Phone		+1 800-323-7315	
Fax		+1 630-990-3408	
Note to Supplier:		Pricing per SOW attached.	
Contract #		<i>no value</i>	
Attachments for supplier		UCSC CPEVC Execut...	

**Order acceptance instructions:**

**All questions or order status communications regarding this order should be directed to the individual identified in the Ship-To and Contact section of the purchase order.**

Ship-To and Contact	Invoices To	UCSC Procurement Services
Univ. of Calif. Santa Cruz 1156 High Street Kerr Hall rm 200 Santa Cruz, CA 95064 United States Department: Executive Vice Chancellor's Office Phone: +1 831-459-4771 Email: llmorgan@ucsc.edu Attention: Lauren Morgan	UC Santa Cruz Accounts Payable 1156 High Street Santa Cruz, CA 95064 United States aphelp@ucsc.edu / (831) 459-4488 Payment Terms: Unless 0% 0, Net 30 otherwise negotiated.	UCSC Procurement Contact: Tracey Boltik UCSC Procurement Email: tboltik@ucsc.edu UCSC Procurement Phone: (831) 459-2188
<b>Delivery Information</b> Shipping Terms: F.O.B. Destination, Prepay and Add Unless Negotiated Ship Via: Best Carrier-Best Way		



Fax

13	Storm Water Drain Management	University policy prohibits Contractors from discharging any substances into University storm drains. Accordingly, Contractor shall not discharge, or allow discharge of, any substances into University storm drains, including without limitation any waste or wastewater. Contractor shall comply with all University policies regarding discharges and disposal of waste and wastewater. In the event that Contractor becomes aware of an unpermitted discharge into University storm drains, Contractor shall notify the University immediately.
14	UCSC Observed Holidays	Note to Supplier: UC Santa Cruz will be closed on the following dates during the calendar year 2025 and will be unable to receive packages: 1/20/2025, 2/17/2025, 3/28/2025, 5/26/2025, 6/19/2025, 7/4/2025, 9/1/2025, 11/11/2025, 11/27/2025, and 11/28/2025.  Please do not deliver packages for receipt on these days.
16	Flu Vaccination	If the Agreement is for Goods or Services that require access to University premises, the Supplier is strongly recommended to require an influenza immunization for all individuals that Supplier will be sending to University premises to perform Services under the scope of this Agreement.
2	Tax Notification	If you are a non-resident of California who receives income from performing services in California, the payer who pays you must withhold and send the State of California Franchise Tax Board seven (7) percent of all payments that exceed \$1,500.00 in a calendar year.
3	Tax Notification	UC Santa Cruz is NOT exempt from Sales Tax but does qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code. If this purchase is made with federal funds and the government retains an ownership right, then UC Santa Cruz is tax exempt.
4	Invoicing Instructions	Note To Supplier: All invoices must reference the purchase order number and are to be issued to the address listed in the "Invoices To" section of the purchase order.
7	Sustainable Procurement Guidelines	Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy ( <a href="https://policy.ucop.edu/doc/3100155">https://policy.ucop.edu/doc/3100155</a> ) and the University of California Sustainable Procurement Guidelines: ( <a href="https://www.ucop.edu/procurement-services/_files/sustainabl%20procurementguidelines.pdf">https://www.ucop.edu/procurement-services/_files/sustainabl eprocurementguidelines.pdf</a> ).  Product Packaging Foam Ban  No expanded polystyrene (EPS) shall be used for takeaway containers or in other foodservice items, foodservice facilities for takeaway containers.  Effective January 1st, 2020, the University has prohibited all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

Purchase Order History						
Line No.	Date/Time	User	Action	Field Name	From	To
1	10/29/2025 11:53:55 AM	Rex Chung (Sys Admin)	PO modified	Unit Price	160,000.00	0.00
1	10/29/2025 11:53:40 AM	Rex Chung (Sys Admin)	PO Line Uncancelled			
1	10/28/2025 9:45:48 AM	Tracey Boltik	PO Line Cancelled			
2	10/28/2025 9:42:02 AM	Tracey Boltik	PO Line Added	NA	Non-catalog item	

**EXECUTIVE RECRUITMENT ENGAGEMENT STATEMENT OF WORK  
Terms and Conditions per UCOP –Master Services Agreement 2019.001910**

**Position:** UC Santa Cruz Campus Provost and Executive Vice Chancellor

**Position Short Description:** The Campus Provost and Executive Vice Chancellor (CP/EVC) reports directly to the Chancellor and serves as chief academic officer by providing academic leadership to the entire university. The CP/EVC develops an effective leadership team and provides oversight, support, and guidance to the Deans and Vice-Provosts. The CP/EVC serves as a member of the Chancellor’s Cabinet, advises the Chancellor on campus issues, and typically serves as the chief executive officer of the campus if the Chancellor is unavailable.

**Recruitment Team:** Zachary A. Smith, Ph.D. and Suzanne Teer

**Period of Engagement:** August 18, 2025, through March 31, 2026

**Estimated Annual Compensation:** \$500,000

**Executive Firm Compensation:**

Professional Fee: \$150,000

Search-Related Expenses: Waived

Direct Out-of-Pocket Expenses: \$10,000

Out-of-pocket expenses directly related to this search assignment will be billed, with such expenses to include, but not necessarily be limited to: WittKieffer consultant and candidate travel and accommodations, courier services, and other consultant-candidate interview costs, education and licensure verification, media checks, advertising, overnight delivery, and professional printing.

**Projected Schedule:** Oct 2025-Search Committee Kickoff Meeting, Nov 2025-Launch Search, Jan 2026-Presentation of Candidates, Jan 2026-1<sup>st</sup> interviews, Feb 2026-2<sup>nd</sup> Interviews, and Mar 2026-Offer Letter.

Agreed to by University and Contractor (changes to basic terms and conditions require the signature of an authorized representative).

(WittKieffer)

**REGENTS OF THE UNIVERSITY OF CALIFORNIA**



8/15/2025

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Zachary A. Smith, Ph.D., Executive Partner  
and Market Leader, Global Education  
**Name and Title**

\_\_\_\_\_  
**Name and Title**

**Please EMAIL invoices and receipts to:**

\_\_\_\_\_  
\_\_\_\_\_

Mailing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Include on all Invoices:**

**PO #:** \_\_\_\_\_  
**AGREEMENT #:** \_\_\_\_\_



## Letter Agreement

VIA EMAIL: [lmorgan@ucsc.edu](mailto:lmorgan@ucsc.edu)

August 15, 2025

Lauren Morgan SPHR, SHRM-SCP  
Senior HR Leader/SMG Coordinator  
Office of the Campus Provost/Executive Vice Chancellor  
UC Santa Cruz  
Santa Cruz, California

Dear Lauren:

Thank you for selecting Witt/Kieffer Inc. ("WittKieffer") to work in partnership with the University of California, Santa Cruz (also "Client") for the recruitment of a new Campus Provost and Executive Vice Chancellor. I, and the entire WittKieffer team, deeply value the confidence you've shown in us by entrusting to us this important assignment. We are pleased to begin the search process and look forward to working closely with you to its successful completion.

This Letter Agreement, including the associated exhibits and schedules, sets forth the fee and other important terms of this retained search assignment in accordance with the University of California Master Services Agreement # 2019.001910. All pricing referenced herein remains valid provided Client executes this Letter Agreement within 90 days of the date above.

- **WittKieffer Engagement Lead(s):** Zachary A. Smith, Ph.D. and Suzanne Teer
- **Professional Fees:** WittKieffer's Professional Fee is 30% of the position's total annual cash compensation, inclusive of base salary, target annual incentives and any guaranteed cash compensation due during or in respect of the candidate's first full year of employment. Upon candidate's acceptance of offer, we will adjust our fee up or down depending on the compensation arrangement finalized in the accepted offer letter.
  - **Estimated Base Salary for this Position:** \$500,000
  - **Estimated Target Incentive and Cash Compensation Opportunities for this Position:** \$0
  - **Estimated Professional Fee for this Position:** \$150,000
- **Technology, Research & Data Expenses:** WittKieffer waives its standard fee for our proprietary database of more than 1.5 million leaders, specialized third party candidate database access, verification and compliance checks, and other search expenses that are integral to but not easily segregable for this individual search assignment.



- **Out-of-Pocket Expenses:** Out-of-pocket expenses directly related to this search assignment will be billed to Client. Such expenses to include, but not necessarily be limited to: WittKieffer consultant and candidate travel and accommodations, and other consultant-candidate interview costs, education, and licensure verification, advertising, overnight delivery, and professional printing.

**Finalist Candidate Assessment:** Candidate assessment is a critical element of selecting the right leader to take your organization forward.

### **Insight Assessments with Candidate Feedback**

Integrating assessment into the search process leads to a more informed hiring decision, increasing confidence and mitigating risks associated with candidate selection.

WittKieffer's **Insight Assessment** deepens the understanding of finalist candidates by incorporating the Hogan suite of assessments to WittKieffer's search process. We translate Hogan's technical language into the WittKieffer Leadership LIFT™ framework based on Hogan-approved mapping and provide easy to understand insight into a candidate's strengths and risk areas, along with curated interview questions to ask during finalist rounds.

Assessment findings are reviewed with the Client selection manager(s) during a debrief session. The selected candidate receives a 45-minute individual assessment feedback session to accelerate their successful transition into the role, and all non-selected candidates are offered an assessment feedback session.

Most institutions assess 3 finalists. We will work with you to determine the right number and only proceed with your approval.

Per Finalist Candidate Assessment: \$3,500

- Elect Insight Assessment:** Use the Insight Assessment to provide focused insight before making a selection decision.
- Decline Insight Assessment:** Do not use Insight assessment to increase confidence and mitigate risks associated with candidate selection.

WittKieffer's standard terms and conditions are provided in the attached Exhibit A. Client's authorized signature at the bottom of this Letter Agreement confirms acceptance of the terms of this Letter Agreement including the terms and conditions provided in Exhibit A. This Letter Agreement, and the exhibits incorporated herein, contain the entire agreement between the parties with respect to the subject matter of this Letter Agreement. Any terms and conditions not contained in this Letter Agreement, shall not be valid and binding unless expressly agreed to in writing by both parties.

# WittKieffer

To facilitate the invoicing and payment process please provide the AP information on the page below.

Thank you, again, for the opportunity to serve the University of California, Santa Cruz. We are enthusiastic about this engagement and are fully committed to finding an outstanding leader for your organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Zachary A. Smith".

Zachary A. Smith, Ph.D.  
Executive Partner and Market Leader, Global Education  
Witt/Kieffer Inc.

[Client Signature Block on Next Page]



ACKNOWLEDGED and ACCEPTED:

DocuSigned by: 12/15/2025  
  
3B7DE121437E405  
\_\_\_\_\_  
Signature Date  
Procurement Manager

\_\_\_\_\_  
Title  
University of California, Santa Cruz

Additional signature, if required:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title  
University of California, Santa Cruz

**Invoices Accounts Payable Contact: (Invoices will be sent by email. All fields are required.)**

Accounts Payable Email: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_ (if second email contact desired)

Does Client require a Purchase Order?  Yes  No



If yes, please send Purchase Order to [ARAccounting@wittkieffer.com](mailto:ARAccounting@wittkieffer.com) at your earliest convenience.

Is Client Tax Exempt?  Yes  No

If Yes, Please forward Tax Exempt Certificate to [ARAccounting@wittkieffer.com](mailto:ARAccounting@wittkieffer.com) at your earliest convenience.

**Letter Agreement Exhibits and Attachments**

Exhibit A – Terms and Conditions of Search

Exhibit B – End User Certification

Attachment 1 – Bank Details for ACH Payments

Attachment 2 – WittKieffer W9



**Exhibit A**  
**Witt/Kieffer Inc.**  
**Terms and Conditions of Search**

**1. Background Checks.**

- a. It is WittKieffer's practice to obtain background reports for each candidate, internal and external, who is advanced to Client interviews. The resulting background reports, solely used for employment purposes, include verifications of the candidate's employment, academic degrees, professional licenses and certifications, and a review of public sources for relevant information.
- b. WittKieffer uses Mintz Group LLC ("Mintz"), a leading provider of background checking and due diligence services, to conduct the background screenings. Mintz is a consumer reporting agency under the Fair Credit Reporting Act (FCRA). In addition to WittKieffer, Client is a user of the information provided in the background reports provided by Mintz for candidates being considered for employment by Client. In order to ensure compliance with the Fair Credit Reporting Act and to commence any background checks on behalf of a client, the Mintz Group requires that such client sign the End User Certification form, also attached to the Letter Agreement as Exhibit B. WittKieffer has signed the form attesting to its responsibilities in the process. WittKieffer assumes primary responsibility for the items referenced in Paragraphs 2, 3, 4 and 5 of the End User Certification, an example of which is provided in Exhibit B. Unless previously executed by Client, the End User Certification is to be executed along with this Letter Agreement.
- c. In the event that Client does not sign the End User Certification form for any reason, neither Mintz nor WittKieffer can legally provide Client with access to or copies of the background report or any information contained therein for any candidates being considered for employment by Client.
- d. In addition to the background check conducted by Mintz, Client is strongly encouraged to conduct credit and criminal background checks on any finalist(s). In addition, if Client has not signed the EUC and thus cannot access the background report or the information therein, Client also is strongly encouraged to conduct media checks on any finalist(s).

**2. Billing Arrangements**

- a. An initial invoice for 40% of the Estimated Professional Fee will be submitted at the start of the search, the date of which will be mutually agreed by Client and WittKieffer.
- b. Two additional invoices will be submitted, one for 35% of the Estimated Professional Fee plus any Out-of-Pocket Expenses at the Presentation of Candidates milestone, and one for 25% of the Estimated Professional Fee plus and Out-of-Pocket Expenses at the Final Round of Candidate Interviews. Invoices for additional Out-of-Pocket Expenses incurred will be submitted monthly.



- c. Once compensation has been determined at the conclusion of the search, the Professional Fee will be adjusted up or down and an invoice or adjustment for the balance of the fee, if any, will be submitted.
- d. Payment on invoices is due within 30 days of date of invoice. Payment shall be made by electronic transfer in accordance with the instructions set forth in the invoice or such alternative instructions as may be provided by WittKieffer from time to time. A late penalty of 1.5% per month (or the maximum allowed per law if lower) will be charged for past due amounts. If any payments are past due by greater than 60 days, WittKieffer may suspend services until such past due amounts have been paid. All bills must be paid within 60 days of the candidate signed offer letter to activate the placement guarantee described in Section 6 below. Sales tax will be invoiced with fees, if it is applicable for the organization and the state. Timely payment of invoices is appreciated, please direct any questions to your WittKieffer point of contact or send queries to [ARAccounting@wittkieffer.com](mailto:ARAccounting@wittkieffer.com).

### **3. Delay or Cancellation of Search**

- a. If the search is delayed by more than 30 days or the specifications for this search assignment are substantively changed, WittKieffer may charge an additional fee as consideration for the additional work and resources required to re-initiate the search process. If, for any reason, Client cancels the search prior to successful completion, Client is responsible only for the Estimated Professional Fees and Out-of-Pocket Expenses billed up to the date of cancellation, plus Out-of-Pocket expenses incurred but not yet billed. WittKieffer reserves the right to cancel or suspend the search for breach of this Letter Agreement, with sixty (60) days' notice to the Client to cure any defect.
- b. A search that is suspended or placed on hold may be re-started within six months of this Letter Agreement without additional Professional Fees provided the search is for the same position stipulated in this Letter Agreement. Otherwise, any search that is re-started after being suspended or placed on hold will be subject to additional search fees, as provided in 3(a) above. A search placed on hold for more than six months will be considered cancelled.
- c. If after nine months following the date of this Letter Agreement, WittKieffer has provided a finalist slate of candidates for selection by Client but Client seeks to restart the search process as a result of Client's material changes to its internal management of the search engagement, including but not limited to a change in the composition of the search committee or hiring manager, the search will be subject to additional search fees as provided in 3(a) above.

### **4. Hiring of Additional Candidates**

- a. If an additional candidate presented by WittKieffer is hired by Client as a result of this search assignment, there is a professional fee equal to 20% of such candidate's first year's total compensation inclusive of base salary, target annual



incentives and any guaranteed cash compensation due during or in respect of the candidate's first full year of employment. This fee applies to any individual candidate hired within six months of the close of the search. WittKieffer's guarantee in Section 6 below is not applicable to any such additional hire.

## **5. Publication of Search and Use of Client Images**

- a. By signing this Letter Agreement, Client authorizes WittKieffer, solely with respect to the search assignment, to:
  - i. publish and post photographs and other images taken of Client, on our website or other social media including logos and other branded markings, photographs and other images printed, published and/or available online.
  - ii. use placement's name and approved image, along with Client's name, image and logo, on the WittKieffer external website and in social media, in connection with Client's press release, if any.

## **6. Quality Guarantee**

- a. Recognizing the importance to Client of the search assignment defined in this Letter Agreement, and WittKieffer's unwavering commitment to quality, WittKieffer is pleased to extend WittKieffer's quality guarantee. If the executive we place with Client ceases to be employed by Client in any capacity within one year of the executive's commencement of employment, then WittKieffer will search for a replacement to fill the original position without additional Professional Fees charged to Client.
- b. WittKieffer must receive notice of the need for a replacement search promptly from Client, but no later than 30 days after departure of the placement from employment with Client. Activation of the guarantee is based upon Client's notification to WittKieffer of the departure within such 30 day period. Based upon discussion between Client and WittKieffer, a mutually agreed upon start date for the replacement search should occur within a reasonable period, but no later than 90 days from the departure date of the placement.
- c. This guarantee only applies to the position defined in this Letter Agreement, to the first candidate placed in the position, and for a substantially similar search and leadership profile. WittKieffer's guarantee excludes those situations where the placement departs following organizational realignment, department restructuring, material change in the position, death or disability. Additional out-of-pocket expenses associated with the replacement search will be charged in the same manner as the original search.

## **7. Data Privacy**

- a. In the course of the search engagement, WittKieffer may provide Client with personally identifiable information ("Personal Information") related to actual or potential candidates, participants in assessments provided as part of the engagement and/or persons who provide any view or opinion regarding the



qualities or abilities of any candidate or participant, for any purpose. WittKieffer takes data privacy seriously and is committed to protecting the confidentiality of Personal Information consistent with applicable data privacy laws. Any Personal Information that WittKieffer provides to Client is provided only for use by Client in the search engagement defined in this Letter Agreement and may not be shared by Client with any other person or entity. Client agrees to use the Personal Information only for the search engagement defined in this Letter Agreement, to share such Personal Information only with Client personnel or representatives who have a need to know, to protect the confidentiality and security of Personal Information consistent with the requirements of this Letter Agreement and applicable law relating to data protection, and to destroy all such Personal Information of candidates not employed by Client immediately following closure of this search engagement, or sooner if requested to do so by WittKieffer in writing.

## **8. Non-Solicitation**

- a. WittKieffer will not recruit any Client employees who will be directly involved, and with whom WittKieffer will work, on this search assignment during the search and for a period of one year from the completion of the search.



**Exhibit B  
Witt/Kieffer Inc.  
End User Certification**

In compliance with the Fair Credit Reporting Act (FCRA) (15 U.S.C. 1681 et seq., as amended) and its state analogues, University of California, Santa Cruz ("End User") hereby certifies to Mintz Group LLC ("Mintz"), a consumer reporting agency, that it will comply with the following provisions:

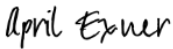
- 1.** End User will use the information from the report provided by Mintz for employment purposes only, and only in accordance with applicable law. End User specifically agrees that the information provided by Mintz is for End User's exclusive use only.
- 2.** End User or its agents will make a clear and conspicuous disclosure to the applicant or employee, in writing and in a separate document, or by such other means as is permitted by applicable law, and satisfying all requirements identified in Section 606(a)(1) of the FCRA as well as any applicable state or local laws, that a consumer report may be obtained for employment purposes.
- 3.** End User or its agents will obtain the proper written or other legally permissible authorization from the applicant or employee for any consumer report prior to requesting any consumer report.
- 4.** End User or its agents will provide to the applicant or employee a "Summary of Your Rights Under the Fair Credit Reporting Act" ([https://files.consumerfinance.gov/f/documents/bcfc\\_consumer-rights-summary\\_2018-09.pdf](https://files.consumerfinance.gov/f/documents/bcfc_consumer-rights-summary_2018-09.pdf), as may be amended from time to time). End User or its agents also acknowledge receipt of the Notice to Users of Consumer Reports (<https://www.consumerfinance.gov/rules-policy/regulations/1022/n/>, as may be amended from time to time).
- 5.** End User or its agents will maintain a copy of the applicant's or employee's signed disclosure and consent forms in its records for a period of five years (or such other period as may be required by applicable law).
- 6.** In the event that an adverse decision regarding employment is going to be made by an End User based on information contained in a consumer report, End User will – before any adverse action is taken – provide to the applicant or employee as required by the FCRA and any other applicable law, proper notices, statements and other information, including, without limitation, a copy of the consumer report obtained, and a "Summary of Your Rights Under the Fair Credit Reporting Act;" inform the applicant or employee that they have the right to dispute the content of the report through Mintz; and delay taking adverse action for a reasonable time after providing this notice.
- 7.** In the event that an End User takes an adverse action based on information contained in a consumer report, End User will – upon taking such adverse action – provide to the applicant or employee the information statutorily required by Section 615 of the FCRA as well as any applicable state or local laws, including notice of the action that is being taken; the name, address and telephone number of Mintz; and a statement that Mintz

# WittKieffer

is unable to provide to the applicant or employee the specific reasons that the adverse action was taken by the End User.

- 8.** In addition to the disclosure requirements identified above, if the applicant or employee makes a written request within a reasonable amount of time, End User or its agents will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Mintz's contact information, including complete address and toll-free telephone number. This information will be provided to the applicant or employee no later than five (5) days after the request for such disclosure was received from the applicant or employee or such report was first requested, whichever is later, unless some other period of time is required by applicable law.
- 9.** End User will not use information from a consumer report in violation of any applicable federal or state equal employment opportunity law or regulation.
- 10.** In the event that the applicant or employee disputes the information contained in a consumer report with respect to their post-secondary educational history, End User or its agent shall notify Mintz Group of the dispute and, to the extent that the applicant or employee's school or school's third-party representative prepares a report addressing the dispute, Mintz Group shall provide a copy of the report to End User or its agent, which shall then forward the report to the applicant or employee.

The undersigned is a duly authorized representative of the above-named End User who certifies that they have the authority to agree on behalf of the Company to the terms and conditions set forth in this End User Certification. A facsimile transmittal of this agreement may serve as a legal and binding document.

DocuSigned by:  
  
3B7DE121437E405...

12/15/2025

Signature  
Procurement Manager

Date

Title

University of California, Santa Cruz

# WittKieffer



## TREASURY MANAGEMENT ACCOUNT INFORMATION LETTER

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6/24/24

To Whom It May Concern,

The account information & incoming payment instructions for your account are listed below:

<b>Account Title:</b>	<b>Witt Kieffer Inc</b>
<b>Account Number:</b>	<b>93839922</b>
<b>Routing Number:</b>	<b>021052053 (ACH, Check)</b>
<b>PNC SWIFT Code:</b>	<b>PNCCUS33</b>
<b>PNC Bank Address:</b>	<b>PNC Bank 249 Fifth Avenue Pittsburgh, PA 15222</b>

If you should have any further questions, you may reach me by the information below. Thank you,  
**Scott Cecil**

Client Solution Specialist Treasury  
Management

**PNC Financial Services Group**  
101 West Washington Street (I1-Y013-02-1)  
Indianapolis, IN 46255

(p) 317-267-7032

(fax) 833-295-5747

[scott.cecil@pnc.com](mailto:scott.cecil@pnc.com)



<b>Form W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give form to the          requester. Do not          send to the IRS.</b>
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**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>WittKieffer Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p> <p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor              <input checked="" type="checkbox"/> C corporation              <input type="checkbox"/> S corporation              <input type="checkbox"/> Partnership              <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____  <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____         </p> <p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. <input type="checkbox"/></p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <b>5</b></p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p> <p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>2015 Spring Road, Suite 510</b></p> <p><b>6</b> City, state, and ZIP code</p> <p><b>Oak Brook, IL 60523</b></p> <p><b>7</b> List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
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**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 40px; height: 20px;"></td><td style="width: 40px; height: 20px;"></td><td style="width: 40px; height: 20px;"></td><td style="width: 40px; height: 20px;"></td><td style="width: 40px; height: 20px;"></td><td style="width: 40px; height: 20px;"></td></tr> </table>											
<b>or</b>											
<b>Employer identification number</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 40px; height: 20px; text-align: center;">3</td><td style="width: 40px; height: 20px; text-align: center;">6</td><td style="width: 40px; height: 20px; text-align: center;">-</td><td style="width: 40px; height: 20px; text-align: center;">2</td><td style="width: 40px; height: 20px; text-align: center;">9</td><td style="width: 40px; height: 20px; text-align: center;">1</td><td style="width: 40px; height: 20px; text-align: center;">9</td><td style="width: 40px; height: 20px; text-align: center;">3</td><td style="width: 40px; height: 20px; text-align: center;">2</td><td style="width: 40px; height: 20px; text-align: center;">0</td></tr> </table>	3	6	-	2	9	1	9	3	2	0	
3	6	-	2	9	1	9	3	2	0		

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>3/6/2025</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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*WittKieffer*



### Certificate Of Completion

Envelope Id: EE00DA39-A208-48B3-831E-2B5F0CCA2617 Status: Completed  
Subject: Complete with DocuSign: UCSC\_CPEVC\_Letter\_Agreement Witt Kiefer.docx  
Source Envelope:  
Document Pages: 14 Signatures: 2 Envelope Originator:  
Certificate Pages: 1 Initials: 0 Tracey Boltik  
AutoNav: Enabled 1156 High Street  
Envelope Stamping: Enabled Santa Cruz, CA 95064  
Time Zone: (UTC-08:00) Pacific Time (US & Canada) tboltik@ucsc.edu  
IP Address: 2607:f5f0:110:1

### Record Tracking

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12/15/2025 3:17:30 PM tboltik@ucsc.edu

### Signer Events

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aprile@ucsc.edu  
Procurement Manager  
University of California, Santa Cruz  
Security Level: Email, Account Authentication  
(Optional), Login with SSO

### Signature

DocuSigned by:  
  
3B7DE121437E405...  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 128.114.221.99

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Signed: 12/15/2025 3:58:03 PM

**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/15/2025 3:20:44 PM
Certified Delivered	Security Checked	12/15/2025 3:57:45 PM
Signing Complete	Security Checked	12/15/2025 3:58:03 PM
Completed	Security Checked	12/15/2025 3:58:03 PM
Payment Events	Status	Timestamps