



PR (159353770)

**PROFESSIONAL SERVICES AGREEMENT
Penguin Random House LLC**

This agreement (the "Agreement") is made and entered into November 7, 2022 by and between the Medical University of South Carolina, an agency of the State of South Carolina with an address at 171 Ashley Avenue, Charleston, South Carolina 29425-1032 (hereinafter referred to as "MUSC") and Isabel Wilkerson (hereinafter referred to as "Speaker"), and Penguin Random House LLC, with an address at 400 Hahn Rd, Westminster, MD 21157-4627 (hereinafter referred to as "Bureau") (each a "Party" and collectively the "Parties").

The Parties agree that Penguin Random House Speakers Bureau is acting only in its capacity as booking agent for the Speaker for the event. MUSC is retaining the services of Speaker, not Bureau. Bureau has authority to negotiate and sign on Speaker's behalf and will handle all payments from MUSC in connection with the Event. The Parties acknowledge and agree that Bureau shall not be responsible in any way for Speaker's acts, omissions, statements or any commitments made by Speaker or MUSC. The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, agency or employee/employer relationship and Speaker has the exclusive control over how the services in connection with the event are fulfilled. Neither Party shall be liable for any representation, act or omission of the other contrary to the provisions of this Agreement. As long as speaker is exclusively represented by the Bureau, MUSC acknowledges and agrees that any spin off or subsequent events of Speaker will be booked exclusively through the Bureau and all terms for such events shall be negotiated with the Bureau only.

This Agreement is not valid and work must not begin until signed by MUSC's University Procurement Department and a purchase order number has been assigned.

1. Term & Termination:

- a. This Agreement shall commence November 7, 2022 and shall continue on a month to month basis not to exceed November 7, 2022 (the "Term"). Speaker Activities: 2:55pm EST Tech Check, 3:00-4:00pm EST: 30-minute keynote, followed by 30-minute Q&A with Willette S. Burnham-William.
- b. In the event Speaker must cancel due to illness, unforeseen emergency or overriding professional responsibility (which, for the avoidance of doubt, would not include a speaking event at another venue), Speaker will not have any liability for the expenses or losses incurred by MUSC. Bureau, on behalf of Speaker, will attempt to provide a comparable speaker who is acceptable to the MUSC or reschedule the event to a mutually agreeable date. In the event the Speaker cancels the contract and Bureau, on behalf of Speaker, cannot provide a comparable speaker who is acceptable to MUSC or reschedule the event to a mutually agreeable date, Speaker agrees to refund MUSC any deposits received from

MUSC within thirty (30) days. In the event the Speaker is delayed, but arrives and presents their program in full, all Fees and other charges shall be due in full. Conversely, in the event that the Event is cancelled by MUSC more than sixty (60) days prior to Event Date, fifty-percent (50%) of the Fee shall be forfeited and shall be due and payable immediately if not already paid. The full Fee will become due and payable immediately if MUSC cancels the Event sixty (60) days, or less, prior to the Event Date.

- e. **Forced Majeure:** Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by a Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction or regulation, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, blackouts, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Party of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after the force majeure condition ceases to exist. For the avoidance of doubt, in the event that a Party is unable, due to a force majeure condition, from performing its obligations on the Event Date, the foregoing Clause requires the Parties to make good faith efforts to reschedule the Event on a date to be mutually agreed.

2. Services:

Isabel Wilkerson will be the Closing Keynote speaker for the 6th Annual Inclusion to Innovation Summit hosted by the Department of Diversity, Equity and Inclusion. Wilkerson captivates audiences with the universal story of migration and the enduring search for the American dream, the origins of our shared commonality. She draws a direct link between the leaderless revolution known as the Great Migration and the protest movements for social justice today.

3. Fee Schedule:

- a. MUSC agrees to pay the full fee for services and/or deliverables received and accepted during the above referenced Term by 11/7/22 at a rate of \$ 30,000.00 per day with the total not to exceed \$ 30,000.00 additional cost may be added to this agreement during the contract period upon issuance of a properly executed change in accordance with the other terms in this Agreement.

This fee includes out-of-pocket expenses (i.e. travel, air mail lodging, etc.).

- b. Speaker and any consultants, independent contractors, or subcontractors employed by Speaker shall provide the following information to MUSC before bills will be processed:
- i. Specifically identify the project name on the invoice
 - ii. Report of hours worked, and related expenses must be itemized and attached to or stated on the invoice (this information must clearly define the type of work and detail the purpose of work performed)
- c. The MUSC Contract Administrator (Departmental Representative) shall be responsible to assure all charges are appropriate, reconciled, and approved attesting to the fact that the invoice is correct as to time and related expenses relevant to the Agreement before forwarding the invoice to accounts payable for processing.

- d. Any and all travel expenses remitted under this Agreement are subject to the reimbursement guidelines of the South Carolina Comptroller General in effect as of the date of receipt of a proper invoice.

4. Confidentiality. The Parties agrees to use reasonable efforts (which shall be at least as great as the efforts to maintain the confidentiality of each Party's own confidential information) to maintain any confidential information provided by either Party in confidence (including the terms and information contained in this Agreement), and to use the same only in accordance with this Agreement. Such obligation of confidentiality shall not apply to information which either Party can demonstrate through contemporaneous written records: (i) was at the time of disclosure in the public domain; (ii) has come into the public domain after disclosure through no fault of either Party or its employees or agents; (iii) was known to either Party or its employees prior to disclosure thereof by the other party; (iv) was lawfully disclosed to either Party without prior obligation of confidence by a third-party which was not under an obligation of confidence to the other Party with respect thereto; or (v) is required to be disclosed by law, government regulation or court order, and is disclosed only to the extent it satisfies that requirement.

5. Intellectual Property:

- a. All works, inventions, content, data, information and other materials, regardless of the form or media, provided by or on behalf of MUSC, its affiliated entities or their respective personnel or contractors shall remain the sole and exclusive property of MUSC (or its affiliate entity, as applicable), including, without limitation, all intellectual property rights therein. Neither this Agreement nor Speaker's performance of its obligations hereunder shall be construed as conferring upon Speaker any right or license in or to the foregoing by implication, estoppel or otherwise.
- b. Speaker shall retain any and all intellectual property rights to the copyrighted materials that they may use in connection with the Event: participant materials, components, workshops, training procedures, printed materials, including books, author photographs, publicity and promotional materials and other material in print and other media and services collectively referred to as "Materials" and Sponsor shall obtain no rights to the Materials unless specifically agreed to by Speaker in writing.

6. Independent Contractor; Subcontractors:

- a. The Speaker, for purposes of this Agreement, is an independent contractor of MUSC and shall not be deemed an agent or employee of MUSC for any purpose whatsoever. Speaker shall not be entitled to any employee benefits including, without limitation, vacation pay, leave, retirement benefits, social security, workers compensation, disability, or unemployment benefits that may be provided to MUSC employees. Speaker shall not use or display the name or identifying symbols of MUSC or its affiliated entities without prior written permission of MUSC or otherwise hold himself out as an employee of MUSC and shall have no power or authority to bind or obligate MUSC in any manner.
- b. Speaker shall be liable for an pay all taxes required by local, state or federal governments,

including but not limited to Social Security, Workman's Compensation, Employment Security, and any other taxes and licenses required by law. No employee

benefits of any kind shall be paid by MUSC to or for the benefit of Speaker or his/her employees, agents, and servants by reason of this Agreement.

- c. Use of a subcontractor shall not relieve Speaker from his contractual obligations, and Speaker shall at all times remain fully responsible and liable for the actions of any such approved subcontractors. Nothing contained in any agreement between Speaker and any subcontractor shall bind MUSC.
- d. Speaker shall not hire a lobbyist, as defined by Section 2-17-10(13) of the South Carolina Code, as a consultant, independent contractor, or subcontractor, in performance the Services without advance approval from MUSC. If a lobbyist is working as an independent contractor, consultant, or subcontractor in performance of the Services, the invoice must: clearly outline the type of work and detail the work performed; contain a disclosure that no lobbying was performed related to the Services; and, the project name must be stated on the invoice for the Service performed.

7. MUSC Premises:

Without limiting any of the terms otherwise provided under this Agreement, in the event Speaker shall be required to access MUSC premises or facilities to perform Services, Speaker shall comply at all times with all rules, regulations, policies and standards of MUSC including, without limitation, rules related to safety and access, in connection with the provision of those Services.

8. Indemnity:

The Bureau agrees that it shall indemnify and hold harmless MUSC and its affiliated entities and their respective officers, directors, agents and employees (collectively "Indemnitees") from any third-party claims losses, and damages, whether in law or equity arising solely in connection with their performance of this agreement, including costs and expenses (including reasonable outside attorney fees and expenses) which Indemnitees may or might sustain, pay or suffer by reason of: (1) the acts, omissions, or negligence by the Bureau, Bureau' personnel or subcontractors or agents of Bureau; (2) any material breach by Bureau of any of its representations or warranties under this Agreement or the failure of the Bureau or Bureau's personnel or subcontractors to adhere to the terms of the Agreement; (3) any claim of the Product or Services provided by the Bureau or use thereof by MUSC or its parent and its affiliate entities, infringes or misappropriates any patent, copyright, trademark, trade secret, or other personal or proprietary right of any third-party. This Section shall survive the expiration or termination of this Agreement.

9. MUSC Coordinator:

Bureau shall direct all correspondence, reports, findings and documents in the performance of the Services to the attention of:

Dr. Willette Burnham-Williams
The Medical University of South Carolina

19 Bee Street
Charleston, South Carolina 29425

10. Publicity Release:

Speaker agrees not to refer to this or any other contract in commercial advertising in any manner as to state or imply that the products or service provided are endorsed or preferred by MUSC without the prior written consent of the MUSC.

11. South Carolina Procurement Code Requirements:

- a. **Required Insurance:** Speaker/Bureau shall maintain commercial general liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. **Drug-Free Workplace:** Speaker agrees to comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- c. **Omnibus Reconciliation Act of 1980:** Pursuant to Section 952 of the Omnibus Reconciliation Act of 1980 Amending Section 1861(v)(1)(I) of the Social Security Act, until the expiration of four (4) years after furnishing of the Service(s) provided under this Speaker must make available to the Secretary, U.S. Department of Health and Human Services and the U.S. Controller General, and their representatives, this Agreement and all other books, documents and records necessary to certify the nature and extent of the costs of those services. Furthermore, if Speaker performs or carries out the duties of this contract through a subcontractor involving an amount of \$10,000 or more over a 12- monthperiod, Speaker's subcontract shall also contain a clause to permit access by the Secretary, Controller General and their representatives to the related organizations books and records.
- d. **State Ethics:** Speaker certifies that it will comply with the South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 in performance of the Services, including but not limited to Section 8-13-1150.
- e. **Open Trade Representations:** By accepting this purchase order, Speaker represents that it is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in South Carolina Code Section 11-35-5300.
- f. Speaker certifies that it will comply with all applicable state, federal and local laws and ordinances and all lawful orders, rules and regulations required by the award of this Agreement and in performance of the Services.

12. Miscellaneous:

- a. **Entire Agreement and Amendments.** Both parties agree to the full and complete performance of the mutual covenants contained in this Agreement. This Agreement shall constitute the sole, full, and complete Agreement between the parties. No amendments, changes, additions, deletions, or modifications to or of the resulting Agreement will be valid unless reduced to writing and signed by both parties.
- b. **Applicable Law.** This Agreement, each transaction entered into hereunder and all matters arising from or related to this Agreement (including its validity and interpretation) shall be governed by, and construed and enforced in accordance with, the laws of the State of South Carolina without reference to its choice of law doctrine.

- c. **Notices.** All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as the following:

Contractor: Penguin Random House Speakers Bureau
Attn: Stasia Whalen
1745 Broadway NY NY 10019
swhalen@penguinrandomhouse.com

MUSC: Medical University of South Carolina
Attn: Dr. Willette Burnham-Williams
19 Bee Street
Charleston, SC 29425

with copy to: Medical University of South Carolina
Office of the General Counsel
c/o MUSC Health
22 WestEdge St., Suite 300
Charleston, SC 29403
Attn: General Counsel, WG 345

- d. **Assignment.** Nothing in this Agreement shall be construed to permit the assignment by Speaker hereto of its rights or obligations set forth herein and such assignment is expressly prohibited without the prior written consent of MUSC. MUSC may assign its rights and obligations under the Agreement to an affiliate of MUSC.
- e. **Survival.** Except as otherwise provided in this Agreement, the terms, provisions, covenants, representations, warranties and indemnities contained in this Agreement which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire, including, without limitation, Sections 4, 5, 6, 8, 10, 11, 12 of this Agreement.
- f. **Severability.** Nothing in this Agreement is intended to conflict with current law or regulation. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- g. **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. Signatures transmitted in electronic format via electronic delivery (portable document format or .pdf) shall be accepted as original signatures.

Required Signatures

Contractor
The Penguin Random House LLC

MUSC
Medical University of South Carolina

By:

By:

[Handwritten Signature]

Margaret C. Witt

Signature

Signature

Tiffany Tomlin

Margaret C. Witt

Type Name

Type Name

Vice President, Executive Director

Director, University Procurement

Type Title

Type Title

Signature

Signature

Aug 17, 2022

9/6/2022

Date

Date

Department (optional)
Diversity, Equity and
Inclusion

By:

Ronnie Chatterjee

Signature

Ronnie Chatterjee

Type Name

Director, DEI Data Analytics

Type Title

9/6/2022

Date

MUSC
OFFICE OF THE
GENERAL COUNSEL
APPROVED AS TO FORM
[Signature]

Audiovisual Recording Addendum
to the Agreement

Addendum to the Agreement ("Agreement") dated 03/18/2022 between Penguin Random House Speakers Bureau ("Bureau"), as agent for Isabel Wilkerson ("Speaker"), and The Medical University of South Carolina ("MUSC") regarding the lecture by Speaker taking place on 11/07/2022.

Bureau, on behalf of Speaker, and MUSC agree that notwithstanding anything to the contrary contained in the Agreement, including in the standard terms and conditions thereof, MUSC is permitted to make, at its sole cost and expense, an audiovisual recording of the lecture (the "Recording"), subject to the following terms and conditions:

1. MUSC shall use the Recording only for the following purposes and for no other purpose whatsoever: MUSC has permission to record the session and post it to an internal, password-protected website (made accessible only to registrants for 14 days after the event date. The recording must be removed on November 22, 2022. The recording must be encrypted so it cannot be copied or downloaded. It is MUSC's sole responsibility to ensure that appropriate web security measures are in place.

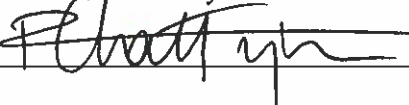
2. In the event that MUSC wishes to edit the Recording, all such edits shall be subject to the prior written approval of Bureau or Speaker.

3. All displays of the Recording shall bear the notation in form legible/audible to users, **Copyright © Isabel Wilkerson, 2022. All Rights Reserved.**

4. Within 30 days of the lecture, MUSC shall deliver the Recording to Penguin Random House Speakers Bureau, speakers@penguinrandomhouse.com or Mail Drop 5-1 ,1745 Broadway, New York, NY 10019.

5. Except as expressly provided in this Addendum, all other recording rights are reserved to Bureau and Speaker, and the provisions of the Agreement shall remain in full force and effect.

The Medical University of South Carolina

BY: 

Date: 09/06/2022

PENGUIN RANDOM HOUSE SPEAKERS BUREAU,
A Division of Penguin Random House LLC

BY: 

Date: Aug 17, 2022

Tiffany Tomlin
Vice President and Executive Director

Virtual Event Rider for Ms. Isabel Wilkerson

If you have any questions regarding the protocol for virtual events and/or Ms. Wilkerson's preferences, contact:

**Stasia Whalen, Agent Director, Penguin Random House
Speakers Bureau, work: 212-782-9208, cell: 413-446-3239 or
swhalen@prh.com**

Recording and Photo Permission:

- Hosts are expected to make all reasonable efforts to prohibit video-recording, screen-sharing, or photography to be taken by participants to virtual events. This is not permitted.
- If hosts are granted permission to record the event, and wish to publish a screenshot from the recording to social media, websites, and/or publication, advance permission must first be granted by Stasia Whalen (swhalen@prh.com). Otherwise, no sharing of images from the virtual event is allowed.

Initial: 

Technology

- Speaker will use their iPad for this event. No other technology should be required (such as headphones, a cell phone, etc.) without advance notice and the prior approval of PRHSB. No other alternate sources of back-up technology, such as a desktop or laptop computer will be required.
- Speaker will use their own studio with appropriate background, lighting, sound, etc. and should not be asked to reconfigure or change current set-up.
- Speaker will not be asked to use any outside technology, kits, or materials supplied by the Sponsor or any of its subcontractors.
- If any apps are required to facilitate the event via their iPad, PRHSB must be given 10 business days of advance notice to allow time to download.
- Please configure Ms. Wilkerson's view so that she does not see audience questions and/or comments.
- For events that include a Q&A portion of the program, the contracted moderator is to field questions and provide them to Ms. Wilkerson to answer. Please pre-screen questions for appropriateness (*see Content and Q&A, below*).
- We appreciate your understanding that the virtual world is not ideal and while all precautions are put in place technological glitches are outside our realm of control.

Initial: 

Introduction

- Event host is to use pre-approved introduction provided by the Penguin Random House Speakers Bureau.
- Please do not read any passages from *Caste* or *The Warmth of Other Suns* during the introduction unless previously approved by Penguin Random House Speakers Bureau.

Initial: 

Content and Q&A:

- Ms. Wilkerson is not a political or financial analyst and prefers not to discuss partisan politics. She prefers to discuss her works and writing process. Please pre-screen any potential Q&A questions for this content.
- For the sake of Ms. Wilkerson's privacy and security, please do not disclose where she is located, and please omit this question from any potential Q&A questions. Please do not mention her

location in her introduction or any promotional materials/websites/etc. This includes her general regional location as well.

Virtual Event Safety Protocols

- Sponsor will not allow any anonymous registration
- Sponsor to moderate the Q&A and pre-screen the content of any questions that are asked of Speaker. Speaker will not be asked to comment on current-day politics except for the themes and contents explored in their books not of-the-moment politics.
- There will be no reference made, or questions about, where Speaker is currently sheltering.
- Sponsor will invoke a zero-strike policy for any disrupters and anyone who seeks to interrupt the conversation will be immediately removed from the platform. Sponsor agrees to designate a staff member to monitor the event for this purpose.
- Notwithstanding any permission granted herein, Sponsor shall not take or permit any still pictures or screenshots of the Event.

Initial: 

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Medical University of South Carolina (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. However you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as

described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Medical University of South Carolina:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marcovie@musc.edu

To advise Medical University of South Carolina of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at marcovie@musc.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Medical University of South Carolina

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marcovie@musc.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Medical University of South Carolina

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to marcovie@musc.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have

read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Medical University of South Carolina as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Medical University of South Carolina during the course of your relationship with Medical University of South Carolina.

Certificate Of Completion

Envelope Id: AC2698A75AA44578858ABF07C471B5B5

Status: Sent

Subject: Electronic Signature: Penguin Random House LLC PSA - WFdeedc

Source Envelope:

Document Pages: 16

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Medical University of South Carolina (MUSC) and Af

AutoNav: Enabled

1180 Sam Rittenberg Blvd, Suite 320

Envelope Stamping: Enabled

Charleston, SC 29407

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

muhalegalcontracts@musc.edu

IP Address: 13.58.16.249

Record Tracking

Status: Original

8/16/2022 10:27:57 AM

Holder: Medical University of South Carolina
(MUSC) and Af

muhalegalcontracts@musc.edu

Location: DocuSign

Signer Events**Signature****Timestamp**

Alicia Dercole

adercole@penguinrandomhouse.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/16/2022 10:44:34 AM

ID: e5356265-2d1d-4473-81e8-be52b9ed5dac

Sent: 8/16/2022 10:40:58 AM

Viewed: 8/16/2022 10:44:34 AM

Ronnie Chatterjee

chatterr@musc.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Margaret Witt

wittma@musc.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/29/2021 12:46:23 PM

ID: 0cf84f5e-3340-4651-9e78-a79f6bbfc2fc

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**

Taunyerra Holmes

holmesta@musc.edu

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Wayne Singleton singlewa@musc.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/16/2022 10:40:58 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Medical University of South Carolina (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Final Audit Report

2022-08-17

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