



AGREEMENT

THE REGISTRY

AND

UNIVERSITY OF MARY WASHINGTON

THIS AGREEMENT (the “Agreement”) is made and entered into this 16TH day of December 2025 by and between University of Mary Washington (hereinafter “University”) and ZRG Partners, LLC, doing business as The Registry (hereinafter “Registry”).

WHEREAS, it is the desire of the University to retain a professionally educated person to perform the duties of Director of the Master of Science in Nursing program of University on an interim basis as more specifically described in an **EXPECTATIONS DOCUMENT**, annexed hereto (the “Services”) and,

WHEREAS, Registry will perform the Services through Elizabeth Ritt, Sole Proprietor an independent contractor (the “Consultant”), who will assign a designated employee to perform the Services on behalf of the Consultant (the “Assigned Member”). No one other than Elizabeth Ritt herself shall be engaged to perform the duties of Interim Director of the Master of Science in Nursing program of University of Mary Washington.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the University hereby retains Registry upon the terms and conditions associated with UVA Master Contract #UVA2292458, and those contained herein, and Registry hereby accepts said retention and agrees to perform the Services hereinafter mentioned, upon said terms and conditions. Should there be a conflict between the terms and conditions of the UVA Master Contract, and those contained herein, the terms and conditions contained herein will take precedence.

1. Services by Registry: As indicated above, Registry will perform the Services through the Assigned Member provided by Elizabeth Ritt, Sole Proprietor, or a mutually agreed upon alternate person. Specific duties and standards of performance shall be prescribed in an **EXPECTATIONS DOCUMENT**, which shall be appended, and integral, to this Agreement, and as otherwise agreed between the University and the Registry. The parties agree that the Consultant sets the Assigned Member’s schedule, but that the Assigned Member will generally work the same or a similar schedule set by the University. The Registry shall be responsible for assessing performance under this

Agreement, predicated upon evaluation reports from University. A senior officer of the Registry shall be available on call throughout the duration of the engagement to deal with all matters related to the Consultant's performance of the Services on Registry's behalf. Throughout the duration of this engagement with the University, one or more of the principals of the Registry shall be available to provide strategic advice to the Assigned Member's contact at University, and, if requested, to the Board of Trustees. The scope of these Services as described herein are inextricably bundled and cannot be disaggregated. The parties may agree to an expansion of the services from those set forth in the **EXPECTATIONS DOCUMENT**. Upon such agreement, such services will become Services hereunder for the fee agreed to therefore by the parties.

2. Obligations of University of Mary Washington: (a) The University will provide adequate working conditions and clerical assistance and supplies as the University deems necessary for Registry to perform its obligations under this Agreement.

(b) Payment in consideration of this Agreement shall be in the amount of an annualized consultant's fee of \$150,000.00 + a 33% Registry fee of \$49,500.00 to be paid monthly, by University of Mary Washington to the Registry in the amount of \$16,625.00: \$12,500.00 for Elizabeth Ritt and \$4,125.00 for Registry fee. In addition, Elizabeth Ritt will also be provided with reimbursement for pre-approved travel related expenses throughout the assignment when required on campus. Such payments are subject to change only upon the written concurrence of both parties to this Agreement. University agrees to remit to Registry amount due by the 15th day of each month. It is anticipated by the parties that the annual consultant's fee and the administrative fee will be increased by agreement of the parties in the case of multiple-year engagements and/or extended periods of engagement and the parties agree to negotiate one such increase every twelve months in good faith. In the event University requests and authorizes additional services of Registry as provided under Section 1 of this Agreement, Registry shall submit an invoice to the University on or about the first of each month that succeeds the performance of said Services, detailing expenses and consulting fees incurred during the preceding month. University agrees to pay and/or reimburse Registry within thirty (30) days after receipt of each invoice for such expenses or consulting fees. In addition, payment for interim services rendered will be made by Registry after Registry receives funds from the University /university client expressly allocated for services rendered by the Consultant.

(c) University acknowledges that the exclusive placement of Consultant through the Registry to University is of benefit to University, (i) it is of benefit to the University that Assigned Member's fitness for and match with the University's needs have been determined by the Registry and (ii) it is of benefit to the University that the Registry be positioned to perform the Services through the Consultant (and Assigned Member) without the distractions and additional challenges provided by eligibility for the Assigned Member's permanent placement at University. Accordingly, University agrees that it will not, for a minimum period of the longer of two years from (i) the last day of Registry's service at University under this or any subsequent agreement or (ii) the effective date of Consultant's resignation from the Registry (as acknowledged by the Registry), consider the Consultant or its Assigned Member for any position or professional relationship (whether as an employee, a consultant or otherwise) other than under Registry auspices.

The University acknowledges that the promises and restrictive covenant that the University is providing in this Agreement are reasonable and necessary for the protection of Registry's and its clients' legitimate interests and that Registry would not have entered into this Agreement in the absence of such promises and covenants. If, at any time, the provisions of this Section 2 shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 2 shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and the University agrees that this Section 2(c) as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. In the event of a breach or material and substantial preparation of a breach of this Section 2 by the University, University agrees that Registry shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction to remedy any such breach or material and substantial preparation of a breach, the University acknowledging that damages may be inadequate and insufficient. In addition, upon a breach or material and substantial preparation of a breach of this Section 2 by the University, Registry may cease providing Services required by this Agreement.

3. Term: The effective dates of this Agreement shall be January 1, 2026 through June 30, 2026 or, until terminated by either party giving thirty (30) days' notice in writing to the other party (with Assigned Member being copied). Upon such termination, the University shall pay Registry all amounts due for Services performed and expenses incurred to the effective date of termination. If termination is for cause, payment and any other obligations will cease on the date of notice of termination given. The Term may be extended by mutual agreement.

4. Status and Relationship of the Parties. The Assigned Member shall be considered an employee only of the Consultant.

(a) It is expressly agreed and understood that for all purposes, the Consultant shall, at all times, act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of Registry or the University and the Registry shall at all times act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of the University. The Assigned Member shall be considered an employee of the Consultant. It is further agreed that the Consultant shall have full and direct responsibility for compliance with respect to the Assigned Member and the Services with all federal, state and local requirements pertaining to taxes and other obligations of employers, including without limitation Social Security taxes, unemployment insurance, workers' compensation, and comparable matters. Consultant has acknowledged to Registry that all such obligations are the Consultant's sole responsibility and that it complies with, and will continue to comply with, all laws and regulations regarding the withholding and payment of so-called payroll taxes and charges, including, without limitation, FICA, FUTA and state unemployment withholding taxes. Consultant has represented that it is exempt from an obligation in the state in which the Services are performed to carry workers' compensation insurance

(or provide self-insurance) for the Assigned Member or, if not so exempt, covenants that it will provide Registry with a certificate of insurance evidencing workers' compensation coverage.

(b) Registry acknowledges that it is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of University or to bind University in any manner.

(c) Registry acknowledges that it is not entitled to any benefits, coverages or privileges applicable to employees, including, without limitation, medical, dental or life insurance coverage, workers' compensation coverage or participation in any University retirement plan. Registry agrees not to make any claim of entitlement to any such plan or program. All such benefits, if any, are the Consultant's sole responsibility.

(d) The Services being provided are part of a business in which Registry is customarily engaged as an independently established business (either as a sole proprietorship, limited liability entity, partnership or other entity), separate from and unrelated to the University's business. The Consultant has agreed to provide the University with the Consultant's business card and website address, if available, prior to the commencement of the Services. The Registry's website is www.registryinterim.com.

(e) Registry performs, and will perform, the Services according to a schedule it maintains, free from the University's control and direction with respect to the manner in which the Services are performed. The parties agree that any Services provided by Registry in connection with the placement of Consultant with the University, are not and will not comprise supervision by the Registry of the Services.

(f) In the event that the definition of "employee" or "contractor" under the Internal Revenue Code of 1986, as amended and as interpreted by the Internal Revenue Service, or under applicable state law, is amended such that Registry becomes an employee of the University under applicable law, the parties agree that they will take such action as is necessary to ensure Registry's continued status as an independent contractor or will terminate this Agreement.

5. Confidentiality. Neither party will at any time, whether during or after the termination of this Agreement, reveal to any person or entity any of the trade secrets or confidential, proprietary or non-public information concerning the organization, business, finances or assets of the other party or of any third party which a party is under an obligation to keep confidential (including Consultant or the Assigned Member) including but not limited to inventions, products, designs, methods, know-how, techniques, systems, processes, software programs and/or code, works of authorship, projects, plans, proposals, modifications, discoveries, developments, improvements, formulas, data, know-how, trade secrets or intellectual property rights whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes, and the notes, memoranda, reports, lists, records, drawings, sketches, specifications, data, documentation or other materials of any nature containing such trade secrets or confidential information (the "Confidential Information")), except as may be required in the ordinary course of performing this

Agreement. Each party shall keep secret all matters entrusted to it and shall not use, attempt to use or permit to be used any Confidential Information in any manner other than in the performance of this Agreement.

Further, each party agrees and acknowledges that all Confidential Information of the other party, in any manifestation, shall be and remain the sole and exclusive property of the other party and that immediately upon the termination of this Agreement, or at such other time as a party may request, the other party shall deliver all of the foregoing, and all copies thereof, to the requesting party at its main office. Each party further agree to return all other material owned by the other party to it upon the earlier of request therefore or termination of this Agreement.

6. Miscellaneous.

A.) This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof; provided however that it is meant to be read in conjunction and consistently with the placement agreement between Registry and Consultant relating to the performance of the Services. It shall supersede all prior agreements or understandings between the University and Registry or their agents, whether oral or written. Amendments to this Agreement may be proposed in writing by either party hereto and shall be deemed rejected unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

B.) If any one or more of the provisions contained in this Agreement is held illegal or unenforceable by any court of competent jurisdiction, the other provisions shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

C.) None of the parties will be liable for delays or failure in its performance hereunder (other than the payment of monies) to the extent such delay or failure is caused by any act of God, war, pandemic, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, or any other event beyond the reasonable control of that Party. Upon prompt notice of such event, all obligations under this Agreement shall be suspended for the duration of the force majeure event.

D.) The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

E.) The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

F.) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

G.) This Agreement may be executed in multiple counterparts, any of which may be a facsimile or “pdf”, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

H.) The parties agree that any termination of this Agreement shall not release nor discharge the parties from their respective obligations specified in Sections 2(c) and 3 through 6 of this Agreement, which shall survive termination or expiration of this Agreement in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

University of Mary Washington

By: _____
Lindsay Fare
Senior Contract Officer

12/17/2025
Date

The Registry

By:  _____
Amy Lauren Miller
President and COO

16 December 2025
Date

EXPECTATIONS DOCUMENT
Statement of Work

Interim Director of the Master of Science in Nursing program
University of Mary Washington

The Registry Interim Director of the Master of Science in Nursing program is an independent contractor and consultant responsible for the following deliverables which encompass the execution of certain inherent duties and tasks—specifically, the Registry Interim Director of the Master of Science in Nursing program shall be expected to:

- ✦ Send letter of intent to Commission on Collegiate Nursing Education.
- ✦ Make a decision about which tracks to enroll in Fall 2026.
- ✦ Develop and implement student recruitment plan for Fall 2026 and both the Nurse Educator and the Nurse Practitioner tracks of the MSN program going forward.
- ✦ Create a timeline and roadmap for the program. Work on Commission on Collegiate Nursing Education accreditation for the MSN degree program. Examine the two tracks to determine if one should be applied for first. Leave directions about what will need to be done by the new director.
- ✦ Build relationships and develop contracts with local healthcare providers to develop preceptors and clinical practices and make recommendations regarding capacity for MSN cohorts and program enrollments.
- ✦ Deal with staffing matters/vacancies for faculty, including making recommendations on the position description for the permanent director for whom a national search will commence in the spring.
- ✦ Evaluate and assess the MSN curriculum program and delivery.
- ✦ Make recommendations about office and simulation space.
- ✦ Evaluate the organizational structure for the entire Nursing program and make recommendations regarding the future to UMW leadership.
- ✦ As appropriate, engage with the Rappahannock Region Healthcare Collaborative to facilitate student pipeline development.