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By Email

March 30, 2021

Alice Cuprill-Comas, Esq.
Executive Vice President and General Counsel
Oregon Health & Science University
3181 S.W. Sam Jackson Park Road
Portland, OR 97239

Dear Ms. Cuprill-Comas:

We are very pleased to confirm that Oregon Health & Science University (“OHSU,” “the University” or “you”) is hiring our law firm, Covington & Burling LLP (“Covington” or “we”) to conduct an independent investigation of: (1) systemic inequitable treatment, discrimination, harassment, bullying, or intimidation based on race, color, religion, national origin, disability, age, marital status, sex (including pregnancy), sexual orientation, gender, gender identity or gender expression in the OHSU community, and (2) how OHSU has handled, and how it should handle in the future, reports of inequitable treatment, discrimination, or harassment based on these characteristics, or based on other differences due to power dynamics, or retaliation for reporting these types of improper conduct.

We have been asked to provide legal advice to help ensure that the University complies with all requirements of Title IX and other law in its response to any possible misconduct, and to ensure that the University can appropriately prepare for potential related litigation based on a thorough and accurate understanding of the underlying facts. Although our work will be coordinated through the Human Resources Committee of the Board of Directors (“the Committee”), we will design a survivor-centered, trauma-informed investigative workplan based on our professional judgment and provide to the University our independent findings and recommendations once we have reached them.

If by subsequent agreement our representation is extended to other matters, the provisions of this letter will also apply to those matters unless we otherwise agree in writing.

I will be in charge of the engagement along with my partner Nancy Kestenbaum and we will call upon others as appropriate. We will render our statements to you monthly. Our fees for lawyers, legal assistants and other professionals will be based on our hourly rates in effect when the services are rendered, adjusted in some cases to reflect the nature of the services provided. We have agreed to discount our hourly rates by 10%. Currently, my hourly rate is \$2,295 and Nancy’s is \$1,445. Hourly rates for other lawyers range from \$595 for junior associates to \$2,295 for senior partners; and for legal assistants from \$290 to \$545. We normally review and adjust our rates once a year as of January 1, although there are circumstances in which we may adjust rates at other times.

Our statements will include charges for support services incurred on your behalf, such as printing, duplicating, computer research, telecommunications, any secretarial overtime attributable to your special needs, mail, deliveries and the like, as well as out-of-pocket costs, such as travel. If substantial third-party payments (such as co-counsel fees, expert fees, special studies, transcripts, or any single charge of more than \$1,000) are required, we reserve the right to forward the charge to you for you to pay directly, or to ask you to advance to us funds sufficient to allow us to pay the charge on your behalf.

Payment of our statements in full is due within 45 days of receipt. We reserve the right to charge interest on any portion of a statement that is not paid on time. If any statement remains unpaid for more than 60 days, you agree that we will have the right to cease performing services until satisfactory arrangements have been made for payment of outstanding statements and payment of future statements. If you have a question regarding a particular charge or other aspect of a statement, we hope you will raise it with us, but we expect timely payment of the portion not subject to question.

Our records reveal no representation of another client adverse to you in any existing matter presently being handled by this firm or in this matter, with the following exceptions. We are engaged in advising [REDACTED], [REDACTED], [REDACTED], [REDACTED], and [REDACTED] in connection with clinical trials conducted at OHSU. We are also representing [REDACTED] with respect to [REDACTED] matters opposite OHSU. As you recognize, we are a large law firm with multiple practices in multiple offices throughout the world, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to this matter. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client, including [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], and [REDACTED], in circumstances in which any of our confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter, you consent and agree that we may be adverse to you on behalf of other clients, including but not limited to [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], and [REDACTED], in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. This means that we might be adverse to you in litigation, intellectual property matters (including patent litigation), transactional matters, counseling, matters involving administrative agencies, lobbying and other legislative matters, or any other type of matter so long as the matter is not substantially related to work we have performed for you.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. We, for our

part, commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary.

You agree that both you and our firm may use electronic devices and Internet services to communicate with each other and forward documents notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized disclosure.

Covington & Burling LLP is a limited liability partnership organized under the laws of the District of Columbia. Under this form of partnership, a partner's personal assets are not subject to claims against the firm (and other partners) based on contracts, professional negligence or other liability unless the partner is personally liable based on his or her own conduct.

I trust that this letter accurately states our mutual understanding. If you have questions about any aspect of it, please let me know promptly. Otherwise please confirm our understanding by signing and returning a copy of this letter to me.

Sincerely,



Eric H. Holder

Agreed to:

Oregon Health & Science University

By: 

Alice Cuprill-Comas
Executive Vice President and General Counsel