

Purchase Order	Marshall University Office of Purchasing One John Marshall Drive Huntington WV, 25755-4100 Direct all inquires regarding this order to: (304) 696-3157	Purchase Order # MU19RNL
TO:	Vendor Code:	Ship to:
RUFFALO NOEL LEVITZ LLC ATTN CFO 1025 KIRKWOOD PARKWAY SW CEDAR RAPIDS, IA 52404-8629 PH. 800-876-1117		n/a Bldg: n/a Room #: n/a
		FEIN# 48-1289593
		WVFIMS Account #:

THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #

AGREEMENT

This agreement constitutes acceptance of contract made by and between
 MARSHALL UNIVERSITY, on behalf of the Governing Board,
 and Ruffalo Noel Levitz LLC

for Services as set forth herein

Services shall begin November 1, 2018 and extend through October 31, 2020

All in accordance with the agreement attached hereto and made a part hereof.

Schedule of payment \$ As per Agreement

Fee	\$	*
Travel Expense	\$	
Other Expense	\$	
Total \$	\$	*

* As per Payment Schedule in agreement.

Master Agreement and Statement of Works (SOWs) as needed

SOW #1 - Applicant Cultivator	11/01/2018 - 10/31/2020
SOW #2 - Demand Builder	11/01/2018 - 10/31/2020
SOW #3 - Search Engine Optimization	11/15/2018 - 04/29/2019

THIS ORDER IS EXEMPT FROM ALL SALES TAX
 LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Org.	Account	Encumber Amount		Total:
1.	VARIOUS	VARIOUS	VARIOUS	OPEN END		OPEN END
2.						
3.						
4.						

Mail Original Invoice and 1 Copy to:
 Marshall University Accounts Payable
 One John Marshall Drive
 Huntington, WV 25755-4500


 Authorized Signature

Date 1/25/19



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into by and between Ruffalo Noel Levitz, LLC ("RNL") and Marshall University ("Client"), identified below, and sets forth the terms and conditions for RNL to provide Client with services as set forth herein. The parties agree as follows:

1. Client Information

A. Legal Name:

Marshall University

B. Address, email address, and facsimile number, if any, for notice purposes:

One John Marshall Drive Huntington, WV 25755, purchasing@marshall.edu, 304-696-3333

C. Type of Legal Entity (corporation, LLC, partnership, unit of government, etc.):

Higher Education

D. State of Legal Formation:

West Virginia

E. Tax ID #:

55-6000789

2. Services, Reference Date and Costs

A. Client agrees to purchase, and RNL agrees to provide, the services (the "Services") set forth on one or more Statement of Work, Statement of Services or similar document describing work to be performed no matter how titled, which reference and are incorporated by the parties into this Agreement, or into which this Agreement may be incorporated, (individually a "SOW" and collectively the "SOWs") during the Term of Services set forth on such SOW.

B. This Agreement is dated November 1, 2018 for reference purposes (the "Reference Date" or "Date of this Agreement"). The term of delivery of any and all Services shall be set forth on one or more SOW.

C. The pricing, cost and payment terms are set forth on the SOW applicable to the Services.

3. Planning, Materials and Delivery of Services

A. Except to the extent otherwise expressly provided on a SOW, Client and RNL will work together to develop and finalize a plan for the delivery of the Services. Client shall fulfill the responsibilities and take the actions required of it as described on the Statements of Services, if any. Client shall provide its data, materials, Client IP (defined below), telephone numbers and factual information necessary to perform the Services, including without limitation information regarding Client and Client's activities (collectively the "Client Materials") in order to implement a program for delivery of the Services. Client represents and warrants it has all consent and authority necessary to use, and to allow RNL to use, in connection with the delivery or provision of Services, all Client Materials, including without limitation all drawings, designs, fonts, trademarks, trade dress, service marks, telephone numbers and electronic mail addresses provided to RNL by Client. Client shall be solely responsible for securing the consent, right and authority to use, and for the accuracy of, all Client Materials

contained in any materials or scripts, or otherwise used by RNL in the delivery of the Services, and represents and warrants that Client Materials shall be accurate in all material respects and shall not omit any information reasonably necessary to make Client Materials not misleading. In the event RNL, or any of its officers, directors, managers, members, subsidiaries or employees, suffer any and all loss, damage, deficiency, claim, or liability arising out of, or resulting from, (a) any alleged or actual infringement by Client IP (defined below), or any portion thereof, on the intellectual property rights of another person, or (b) use of the Client Materials, it shall be deemed a breach of this Agreement by Client. Client acknowledges the likelihood that RNL may be harmed, or suffer damages, or both, as the result of a breach of this Agreement.

B. RNL shall fulfill the responsibilities, take the actions required of it and deliver the Services and materials as described on the SOW. RNL shall perform the Services to be provided in a professional and workman like manner substantially similar to that found in its industry or trade for substantially similar services provided by similar vendors under similar circumstances, subject to, and consistent with, the past practices of the parties, if any. Services will be provided at the RNL Office (defined below) and at other RNL locations, as well as on Client's premises when so described in one or more SOW, or as otherwise mutually agreed.

4. Effective Date and Termination

This Agreement shall be effective on the Date of this Agreement; provided, however, that notwithstanding any other provision of this Agreement, if filing of this Agreement with a governmental authority is required by law in order for the Agreement to be effective with respect to any portion of the Services, then the Agreement shall be effective for such portion of the Services, and such portion of the services regulated or governed by such governmental authority will begin, only on the date the Agreement is so filed; provided further, however, that if a waiting period after the filing of this Agreement with a governmental authority is required by law in order for the Agreement to be effective for any portion of the Services, then the Agreement shall be effective for such portion, and such portion so regulated or governed by such governmental authority will begin, only on the first day after completion of such waiting period. The Agreement shall thereafter continue until terminated by law or in accordance with the terms of this Agreement.

This Agreement may be terminated at any time and for any reason, with or without cause, as follows:

- A. By Client providing sixty (60) days advance written notice to RNL; or
- B. By RNL providing one hundred eighty (180) days advance written notice to Client.

Termination of this Agreement shall not terminate any outstanding Statements of Work, and the terms of this agreement will continue to control any outstanding Statements of Work.

In the event a Statement of Work is terminated for any reason, Client shall compensate RNL for all costs for Services rendered up to the effective date of the termination, plus all applicable taxes, if any, according to the terms of this Agreement. Client shall not be obligated to purchase, or pay for, any Services rendered beyond the effective date of the termination. In the event Client has paid and RNL has received any amount greater than the amount required for such full compensation to RNL then that excess amount shall be refunded by RNL to Client within the same period of time as established for Client's payment of RNL invoices.

5. Warranties, Limitation of Liability and Indemnification

A. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, RNL MAKES NO OTHER EXPRESS WARRANTIES OR GUARANTEES OF ANY TYPE OR NATURE, AND MAKES NO IMPLIED WARRANTIES OF ANY TYPE OR NATURE, AS TO THE QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PRODUCT OR SERVICE. EXCEPT AS EXPRESSLY MANDATED BY ENFORCEABLE LAW, WHICH WOULD BE CONTRARY TO THE PARTIES' INTENTION AND DESIRES, RNL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY FINANCIAL RESULTS OR OUTCOMES FROM OR RELATED TO ANY OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

B. In no event shall either party be liable for any special, consequential, exemplary, incidental or similarly designated damages arising out of or in connection with this Agreement. RNL's liability for any alleged or actual breach of, or claims arising from or related to, this Agreement, or Services to be rendered hereunder, shall be limited as follows: (i) in the event any such liability or claim is covered by an insurance policy secured by RNL, then such liability or claim shall be limited to amount of coverage as determined by the issuer of such policy; and, (ii) in the event any such liability or claim is not covered by an insurance policy secured by RNL, then the liability and claims shall be limited to an amount equal to the amount of fees actually paid by Client to RNL for the services giving rise to such liability or claim; provided, however, that the foregoing clause (ii) is not intended, and shall not be deemed, to limit or restrict in any way any coverage or benefits provided under any applicable insurance policy secured by RNL. Client's liability for any alleged or actual breach of, or claims arising from or related to, this Agreement, other than and excluding claims for payment or reimbursement for or related to Services actually rendered hereunder, shall be limited as follows: (i) in the event any such liability or claim is covered by an insurance policy secured by Client, then such liability or claim shall be limited to amount of coverage as determined by the issuer of such policy; and, (ii) in the event any such liability or claim is not covered by an insurance policy secured by Client, then the liability and claims shall be limited to an amount equal to the amount of fees actually paid by Client to RNL for the services giving rise to such liability or claim, however, that the foregoing clause (ii) is not intended, and shall not be deemed, to limit or restrict in any way any coverage or benefits provided under any applicable insurance policy secured by Client. Except as expressly stated in a SOW RNL shall not be responsible for collection of any funds nor have or assume any custody or control over any Client funds. Notwithstanding the foregoing, in the event any funds are delivered to RNL in error, then such funds will be promptly forwarded to Client.

C. Subject to the limitations of this Agreement, RNL shall defend, indemnify, and hold Client and its employees, owners, officers and directors harmless from any and all loss, damage, deficiency, claim, or liability to the extent arising out of its actions, and any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorney fees, incident to the foregoing. Subject to the limitations of this Agreement, Client shall defend, indemnify, and hold RNL and its employees, owners, officers and directors harmless from any and all loss, damage, deficiency, claim, or liability to the extent arising out of its actions, and any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorney fees, incident to the foregoing.

6. Ownership of Materials and Intellectual Property

Unless otherwise expressly provided in a SOW, all patents, copyrights, trademarks, service marks, trade dress, software, processes, materials, inventions, designs, code and works of authorship, including derivatives therefrom or thereof, ("IP") now owned, or subsequently created or acquired, by RNL and all IP, other than and excluding the Client IP (defined below), resulting or arising from Services rendered under this Agreement, including in both cases all derivatives therefrom or thereof, (collectively the "RNL IP") shall be and remain the sole and exclusive property of RNL and this Agreement does not transfer any title to any RNL IP to Client. "Client IP" means any IP now owned by Client or subsequently created or acquired by Client in a manner unrelated to this Agreement. "Services IP" means any IP created by RNL in the performance of this Agreement for Client for the exclusive, non-commercial, non-profit use by Client for its own direct benefit in connection with this Agreement. RNL grants to Client a perpetual, royalty-free, non-exclusive, worldwide license to the Service IP, but not derivatives thereof, nor of any other RNL IP, for Client's, and Client's affiliate's, limited, sole and exclusive, non-commercial, non-profit use of the Services IP for their own benefit (and not for the benefit of other non-affiliated third-parties). The parties acknowledge that RNL is willing to use the RNL IP for the benefit of Client, but does not by this Agreement, forfeit or lose any right, title or control to, over or in any RNL IP or derivatives thereof. Except for the limited license granted above, or as otherwise expressly stated and described on a SOW, RNL does not and will not provide its services or RNL IP on a "work for hire," or "work made for hire," basis, and Client acknowledges the same. Unless otherwise expressly provided in a SOW, each party agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any IP owned by the other. Client represents and warrants that it will not reproduce, disclose or use RNL IP for any purpose, or in any manner, other than as provided in this Agreement or

authorized in writing in advance by RNL. RNL represents and warrants that it will not reproduce, disclose or use Client IP for any purpose, or in any manner, other than in the performance of this Agreement or as provided in this Agreement or as authorized in writing in advance by Client.

7. Related Services and Costs: Taxes

The fees, costs and expenses for the Services are described in this Agreement and on the SOW. Quotes and estimates will be provided upon request. Client will pay all applicable taxes, if any, on Services and costs, which RNL is required by law to collect, unless and until Client represents, warrants and provides written confirmation that Client is exempt from the collection of such taxes.

8. Invoicing, Inquiries and Payments

Unless otherwise directed in writing, invoices will be sent to the address specified in the applicable SOW. If not stated in the applicable SOW, then all payments on invoices are due net thirty (30) days from the date of the invoice, with late charges the lower of 1.5% per month or the highest rate allowable by law. All notices or inquiries regarding invoicing or this Agreement shall be sent addressed to (the "RNL Office"):

Ruffalo Noel Levitz
 Attention: CFO
 1025 Kirkwood Parkway SW
 Cedar Rapids, IA 52404-8629

All payments shall be sent addressed to:

Ruffalo Noel Levitz
 Attention: Controller
 P.O. Box 718
 Des Moines, IA 50303-0718

9. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each which is not generally known or available to the general public and has value to the owner of such information ("Confidential Information") has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of Confidential Information, but in no event lesser than was used with like material of the receiving party. Both parties shall maintain in secret all Confidential Information received under this Agreement, shall not disclose the Confidential Information to any third party without prior written authorization from the disclosing party, and shall not use the Confidential Information except for the purpose for which it is disclosed under this Agreement. Each party shall limit dissemination of the Confidential Information received by it, except to those of its employees, agents and consultants whose duties justify the need for access to the Confidential Information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. No other right or license to use the Confidential Information is granted under this Agreement. The foregoing obligations shall apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate the confidential nature thereof. The parties acknowledge that certain personal information and records may be protected by law, including without limitation, by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA") also known as the Health Information Technology for Economic Clinical Health Act ("HITECH"), the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the Financial Services Modernization Act of 1999 also known as the Gramm-Leach-Bliley Act ("GLB," and collectively with HIPAA, ARRA, HITECH and FERPA referred to as the "Privacy Laws"), and that all such information is deemed "Confidential Information" regardless of whether it is designated as confidential in writing.

The foregoing obligations shall not apply to any information which:

- A. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
- B. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
- C. Is disclosed to the receiving party by a third-party having the legal right to disclose the same; or
- D. It is disclosed to any third-party by the disclosing party without an obligation of confidentiality; or
- E. Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
- F. The receiving party is obligated to produce as a result of a legal requirement, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy; it being the intention of the parties to comply with any applicable state "freedom of information," or similar, law or statute; and, such information shall not be deemed or considered to be Confidential Information.

Information described in clauses A through E above shall not be considered confidential, proprietary or "Confidential Information." Upon written request of a disclosing party, the receiving party shall return all Confidential Information disclosed in written or tangible form, and the receiving party shall destroy all their copies, excerpts or notes made by it which contain any portions of the information unless otherwise provided for by the parties, other than copies on back-up tapes stored off-site which shall be over-written by RNL in accordance with its disaster recovery and business continuity practices and procedures.

10. Notices

All notices given pursuant to or in connection with this Agreement shall be in writing, and provided (A) for the Client to the address in Section 1, and (B) for RNL to the RNL Office in Section 8, in either case by (1) U.S. Postal Service, certified mail, return receipt requested, or its then equivalent, (2) courier or hand-delivery, (3) facsimile transmission with delivery confirmed, if a facsimile number has been provided, or (4) electronic mail with delivery receipt or acknowledgment. Notices shall be deemed received and effective (a) as of the fifth (5th) day subsequent to deposit in a U.S. Postal Service mail depository, postage fully prepaid, if so deposited, or (b) on the date of confirmed or acknowledged delivery by any other method; whichever is earlier.

11. Independent Contractor Relationship

All persons employed by RNL in connection with the provision of Services shall be employees of RNL and not Client. In performing any and all of the Services to be provided under this Agreement, RNL shall at all times and for all purposes be and remain an independent contractor and in no case and under no circumstances shall RNL or any of its employees, including but not limited to those of its employees actually performing any of the Services, be considered or otherwise deemed to be employees or agents of Client for any purpose whatsoever. Accordingly, neither RNL nor any of its employees or agents shall have the authority to enter into any contract for or on behalf of the Client or otherwise bind the Client in any manner whatsoever.

12. Compliance with Laws

A. Both parties shall comply, at its own cost and expense, with the provisions of all state, federal and local laws, ordinances, regulations and orders pertaining to this Agreement and performance of this Agreement. For clarity, both parties agree to abide by all requirements of the Privacy Laws with respect to all records, information and data governed by such laws, and as applicable to such party. Both parties shall take all measures necessary to promptly remedy any violations, if any, of any such law, ordinance, rule, regulation or order. The parties will use all commercially reasonable efforts to assist each other, to the extent required, in the compliance with state, federal and local laws, ordinances, regulations and orders (the "Laws").

B. If either party (the "Complying Party") requires information from the other party (the "Supplying Party") in order to comply with any of the Laws; then the Supplying Party shall supply the required information promptly following a reasonable request in writing, including by electronic mail, but no later than twenty (20) calendar days

after such request. If the Complying Party requires and requests information in writing, with a reasonably adequate description, from the Supplying Party, (the "Requested Information") and the Supplying Party does not provide the Requested Information within twenty (20) calendar days after such request, then (a) for purposes of this Agreement, the Complying Party shall not be deemed to be in breach of this Agreement as the result of any failure to comply with any Laws as a result of the Supplying Party's failure or refusal to provide any Requested Information; and, (b) any and all penalties, fines, interest, costs and expense incurred as a result of, or related to, the Supplying Party's failure or refusal to provide any Requested Information shall be a cost and price of the Services which shall be paid by the Supplying Party (or reimbursed by the Supplying Party if the Complying Party is required by law to make such payment).

C. To the extent any particular contractual provisions are required in order to comply with any particular provisions of any Laws, to the extent applicable to this Agreement, or the performance of this Agreement or the Services, then the parties will endeavor to set forth such provisions on either one or more of a SOW or Regulatory Attachment or similar provision, schedule, attachment, exhibit or addendum, executed by the parties and either attached to this Agreement and incorporated here by this reference or attached to or included in a SOW or otherwise incorporated into this Agreement.

13. Equal Employment Opportunity

In connection with the performance of the Services under this Agreement, RNL agrees that it will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation, national origin, disability, or because he or she is a disabled veteran or veteran of the Vietnam Era.

14. Covered Information Security

A. "Covered Information" shall mean any personally identifiable financial information that is not publicly available, including but not limited to, social security numbers, credit information and payment card information ("PCI") such as account and card numbers, verification numbers, and expiration dates, whether in paper, electronic or other form, that is obtained, handled, accessed or maintained by RNL on behalf of Client, or exchanged between Client and RNL, in the performance of this Agreement.

B. Each party shall maintain commercially reasonable safeguards, practices and procedures to protect Covered Information. Each party shall provide the other with information concerning safeguards, practices and procedures it has implemented and maintained to protect Covered Information as the other party may reasonably request.

C. If, and to the extent that, a party, or its employees, contractors and agents is processing, storing, caching and initiating or engaging in transmission of PCI on such party's network, or servers located on such party's network, then that party is responsible for maintaining compliance with the then current Payment Card Industry Data Security Standard ("PCIDSS"). RNL acknowledges that it is responsible for the security of all cardholder data it possesses or otherwise stores, processes or transmits on behalf of Client, and to the extent that RNL could impact the security of Client's cardholder data environment. To the extent any review or inspection of either parties' records or facilities is required for either party to comply with the requirements of this clause, then the parties agree that they will reasonably cooperate with each other in connection with any such review or inspection. The parties agree further that (i) unless expressly provided on an applicable SOW, neither party shall have any obligations or responsibility regarding or related to the other party's network, servers or equipment, or the management of any of them, and (ii) RNL does not provide payment card processing services and, unless expressly provided in an applicable SOW, RNL will not possess or otherwise store, process or transmit cardholder data on behalf of the Client and the Services do not involve the possession, or the storing, processing or transmitting, of cardholder data.

D. RNL may make information available to Client by granting Client, and individuals designated by Client, with password restricted access to a RNL SFTP server, and in the event any individual with such access ceases to be under the direction and control of Client then Client will notify RNL in writing of such event and RNL may require a modification in the password for such access.

E. The parties agree to implement the following network and data security practices in connection with this Agreement:

- i. Each party will install and maintain commercially reasonable security devices, firewalls, controls or rules, that isolate, regulate and control the ability of all of such party's facilities, network, servers and equipment used in connection with the Services to access, utilize or connect to or through the Internet.
- ii. Each party will install and maintain anti-virus software on such party's servers and workstations used in connection with the Services.
- iii. Each party will either (1) require Strong Passwords (defined below) to log on to any computer or server used in connection with the Services, or (2) tightly restrict the physical and network access any computer or server used in connection with the Services to only certain selected and clearly defined networks, servers and services. "Strong Passwords" have at a minimum a mix of letters and either numbers or symbols.
- iv. Neither party will store PCI in a database created and maintained exclusively through any RNL software.

F. In the event a party identifies a suspected or confirmed security breach involving any Covered Information which is in any way related or connected to the Services, then such party shall, to the maximum extent possible, take immediate action to limit the breach and shall immediately notify the other. To the extent a party identifies a cause or potential cause of a suspected or confirmed security breach involving any Covered Information which is in its reasonable control, then such party shall take action as soon as reasonably practical, to correct or remedy such cause.

G. In the event either party fails to meet the obligations of this Section 14, then the party failing to meet such obligations hereby releases and affirmatively waives all claims and rights it might otherwise have or assert against the other party to the extent such claims relate in any way to such failure.

15. Dispute Resolution, Governing Law & Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of the state where a majority of the Services are provided. Both parties agree that if either party wishes to initiate litigation based on this Agreement, it must do so exclusively in the jurisdiction in which the other party is located and both parties hereby submit to such jurisdiction subject to the conditions and requirements of this paragraph. Prior to the instigation of any such action (other than an action for equitable relief), and as a condition to the voluntary submission to the jurisdiction of any state, a meeting shall be held at a mutually agreed upon neutral location, attended by individuals with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of the jurisdiction described above.

16. Force Majeure

No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in the delivery of the Services caused by acts of God or governmental authority (a "Force Majeure Event"); provided that RNL shall have a duty reasonably to mitigate, or cause to be mitigated, any such disruptions (or parts thereof). RNL's obligation to deliver or provide the Services covered by the Agreement shall be suspended (or reduced, as applicable) during the period, and to the extent, that use of the Services is disrupted by the Force Majeure Event, without such suspension or disruption of the Services constituting a material breach of its obligations under this Agreement.

17. Severability & Assignment

It is agreed and understood that should any of the provisions of this Agreement, other than and excluding Sections 2, 4, 5, 6, & 9, be determined by any court of competent jurisdiction to be invalid or void for any reason, then the parties consent that this Agreement shall be amended retroactive to the date of its execution to include all terms and conditions other than those found by the court to be invalid or void. It is agreed and understood that should any of the provisions of Sections 2, 4, 5, 6, & 9, be determined by any court of competent jurisdiction

to be invalid or void for any reason, then either party may terminate this Agreement immediately by giving written notice to the other (including by electronic mail). Other than assignment to a corporate affiliate or successor by RNL, neither party may assign this Agreement without prior written consent of the other party, which shall not be unreasonably withheld.

18. Entire Agreement

The supplemental terms of all attached Statements of Services, as well as any attachment, exhibit or addendum expressly incorporated herein or in a SOW, including without limitation any Regulatory Attachments, are made a part of this Agreement. This Agreement constitutes the entire agreement between the parties hereto and replaces all other agreements between the parties relating to the same subject matter, whether written or oral. No amendment, modification or addition to this Agreement shall be effective unless set forth in writing and executed by both parties. No non-conforming terms of Client's purchase order, request for proposal, bid request or other documentation shall control over the terms and conditions of this Agreement and all such documents are hereby amended and superseded.

19. Electronic Business

The Parties agree that this MSA may be manually-executed or executed using an electronic or digital signature. The Parties further agree that manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or faxed or scanned electronically) will be deemed an original, and all of which together will constitute one and the same agreement.

Signed by the parties effective on the date or dates described in section 4 above.

**[SPACE INTENTIONALLY LEFT BLANK.
SIGNATURES FOLLOW ON NEXT PAGE.]**

Marshall University (2 separate signatories - REQUIRED):

By: *Tracey Brown-Dolinski*

Printed Name: Tracey Brown-Dolinski

Title: Director of Purchasing/CPO

Date: 1/25/19

By: _____

Printed Name: _____

Title: _____

Date: _____

Ruffalo Noel Levitz, LLC

By: *Trisha*
Trisha Cornwell (Jan 17, 2019)

Printed Name: Trisha Cornwell

Title: Director of Accounting

Date: Jan 17, 2019

By: *Rob Ackley*
Rob Ackley (Jan 18, 2019)

Printed Name: Rob Ackley

Title: Vice President

Date: Jan 18, 2019

Please return signed contracts to RNLContracts@RuffaloNL.com



Statement of Work Agreement #1 - Applicant Cultivator

1 OVERVIEW

This Statement of Work Agreement (“SOW”) describes services to be provided by Ruffalo Noel Levitz, LLC (“RNL”) to Marshall University (“Client”) (together referred to as the “Parties”) and is made pursuant to the November 1, 2018 Master Services Agreement between the Parties (“MSA,” and collectively with this SOW the “Agreement”).

2 TERM

The term of this SOW starts on November 1, 2018 and ends on the earlier of completion of the provision of the Services or October 31, 2020 (“Term”).

3 SERVICES

- A. During the Term, RNL will provide the services described in Appendix 1 in the following quantities for up to 50,000 (fifty thousand) records (“Services”):

Program Inclusions	Quantity Per Program Year
Application Marketing Campaign	
Campaign Launches	3
Outreach Email Templates	1
Outreach Email Versions (1 series of 9 emails)	9
Include Targeted Non-Responders from RNL Demand Builder	Yes
Phone Campaign Launches	3
Calling Segments	Up to 4
Dedicated Calling Hours	600
Fulfillment Email Templates	1
Fulfillment Email Versions	1
Application Information Package Templates	1
Application Information Package Versions	1
Application Information Package Volume	100% with valid address
Personalized Letter with Insert Templates	1
Personalized Letter with Insert Versions	1
Personalized Letter with Insert Volume	100% with valid address
RNL Digital Advertising Impressions	1,000,000
Display Ad Templates for Digital Advertising	8
Display Ad Versions for Digital Advertising	Up to 3
Modeling Analytics	
Search Model (4 Distinct Markets)	1
ForecastPlus™ Inquiry to Enrollment Model	0
Consulting, Reports & Support	
Campus Visits	Up to 2
Program Reporting	RNL Standard Reports
Program Management and Consulting	Included

- B. RNL manages the creative process as applicable to the Services in two (2) revision rounds before Client approval. A revision round is text and design change requests for any and all creative components communicated by Client to RNL, and then completed by RNL before the Campaign Launch. After these revision rounds and Client approval on text and design, Client-requested changes may be completed for an additional fee and based on RNL creative team availability, pursuant to a Change Order.
- C. All Services purchased must be consumed within the Term. Any Services not consumed within the Term will be forfeited by Client.
- D. Any terms or phrases undefined in this SOW shall have the meaning given them in the MSA.

4 CLIENT RESPONSIBILITIES

- A. The provision of Services by RNL is conditioned upon Client providing the following ("Client Responsibilities"):
 - i. A data file with up to 50,000 (fifty thousand) prospective applicant records, in the file format requested by RNL and in a timely manner.
 - a. If Client provides records in excess of the maximum, the Client will have the option to either (1) incur an additional fee as determined by RNL corresponding to the applicable record count received, or (2) reduce and resend records within the program parameters purchased.
 - b. If Client provides the data file in a format other than RNL's requested format, the Client will have the option to either (1) incur an additional fee upon mutual written agreement corresponding to the additional services required to manipulate the file, or (2) resend the data file in accordance with RNL's requested format.
 - ii. Data necessary for the analysis and research components of the Services, in the format requested by RNL and in a timely manner.
 - iii. Client Materials necessary for the Services.
 - iv. Timely coordination with RNL for implementation of Services.
 - v. Except to the extent otherwise expressly provided in this SOW or waived in writing signed by both Parties, Client shall deliver Client Materials to an RNL provided SFTP server.

5 FEES & EXPENSES

- A. Client shall pay RNL \$294,000 (two hundred ninety four thousand dollars) for Services, pursuant to the payment schedule provided in this SOW.
 - i. All pricing is subject to adjustment based on any increase in any applicable minimum wage law, regulation, or policy, including without limitation: federal, state, provincial, and local laws, as well as Client policies or procedures applicable to wages (individually a "Required Wage Increase"). In the event of a Required Wage Increase, RNL may increase all pricing and fees based in any manner on wages, by an amount equal to the Required Wage Increase plus the reasonably estimated taxes imposed on such Required Wage Increase, in its discretion, and such increase shall be added to the total price as additional fees to be paid by Client. RNL will provide written notice of any increase.
 - ii. When competition of labor and wages impact the recruitment, hiring, and retention of RNL employees conducting the Dedicated Calling Hours, RNL will notify the Client. Upon mutual

written agreement, RNL may increase pricing and fees by an amount equal to a wage increase plus the reasonably estimated taxes necessary to alleviate the impact of the labor market conditions.

- B. Client shall pay current US Postal Service rates for all postage charges incurred through delivery of the Services ("Postage Fees"). RNL's good faith estimate of Postage Fees is \$16,250 (sixteen thousand, two hundred fifty dollars) annually.
- C. Sales tax is not included in the pricing and will be added where applicable unless an exemption certificate is provided to RNL.
- D. RNL is responsible for its travel expenses incurred for Campus Visits within the scope of Services. If the Client requests additional Campus Visits pursuant to a Change Order, Client shall pay RNL for its necessary travel expenses for such Campus Visits.
- E. Client shall pay applicable vendors for fees it incurs for purchase of Search Records. RNL's good faith estimate of such fees is \$10,500 (ten thousand, five hundred dollars) annually.

6 PAYMENT SCHEDULE

- A. Client shall pay for Services and estimated Postage Fees in accordance with the following payment schedule:

Year 1

<u>Payment Due Date</u>	<u>Services Fees</u>	<u>Postage Fees</u>	<u>Total (Services + Postage) Fees</u>
March 1, 2019	\$73,500	\$8,125	\$81,625
July 15, 2019	\$73,500	\$8,125	\$81,625
TOTAL	\$147,000	\$16,250	\$163,250

Year 2

<u>Payment Due Date</u>	<u>Services Fees</u>	<u>Postage Fees</u>	<u>Total (Services + Postage) Fees</u>
March 15, 2020	\$73,500	\$8,125	\$81,625
July 15, 2020	\$73,500	\$8,125	\$81,625
TOTAL	\$147,000	\$16,250	\$163,250

- B. Annually, if the Postage Fees incurred by RNL is greater than the amount paid to RNL by Client, RNL will invoice Client for the remaining amount of Postage Fees. If the Postage Fees incurred by RNL is less than the amount paid to RNL by Client, RNL will refund the difference to Client.
- C. Payment of amounts due following resolution of disputed billings and invoices, if any, are due ten (10) days following resolution.

7 CLIENT INFORMATION

- A. Client primary contact for SOW:

Name: Tammy Johnson

Title: Dean of Admissions and Executive Director of Enrollment Services

Phone: 304-696-3151

Email: johnson73@marshall.edu

B. Invoices shall be sent to the following address:

Name: Melody Freeman

Title: Manager, Accounts Payable, Senior

Address: One John Marshall Drive

City, State, Zip: Huntington, WV 25755-4500


Phone: 304-696-2221

Email: acctspayable@marshall.edu

Client may revise the above contact information at any time upon written notice to RNL.

8 GENERAL PROVISIONS

- A. Amendments.** Any amendments to this SOW will require a Change Order substantially similar to RNL's current standard Change Order form included in Appendix 2. No services are required to be rendered or provided beyond the scope of services described in this SOW, without a Change Order or separate SOW.
- B. Service Conditions.** If any of the Client Responsibilities or payment obligations described above (the "Service Conditions") are not satisfied, then RNL may suspend provision of the Services and may terminate this SOW without penalty to RNL. Any decision by RNL to forego suspension or termination of this SOW in the event of an unsatisfied Service Condition shall not be construed as a waiver of RNL's right to later terminate this SOW if the unsatisfied Service Condition remains uncured, or for any other unsatisfied Service Condition, all in RNL's sole discretion.
- C. Specific Representations and Warranties.**
- i. Client represents and warrants that:
 - a. It will adopt and maintain an appropriate privacy policy to which Client's constituents will have reasonable access; and
 - b. It will only import, access, or otherwise use data for which all individuals have consented to receive correspondence (through any and all relevant methods (e.g., email, call, text)) from Client in connection with Client's use of the Services.
 - ii. Client further represents and warrants the following regarding its use of email, if any, in connection with the Services:
 - a. It is the sole or designated "sender" (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under such act ("CAN-SPAM")) of any email message sent on Client's behalf;
 - b. The "from" line of any email message sent by Client using the Services will accurately and in a non-deceptive manner identify Client's organization, Client's product, or Client's service;

- 
- c. The "subject" line of any email message sent by Client using the Services will not contain any deceptive or misleading content regarding the overall subject matter of the email message;
 - d. It will include in any email message sent by Client using the Services, Client's valid physical address, which may be a valid post office box meeting the registration requirements established by the United States Postal Service; and
 - e. It must include an opt-out mechanism as required by CAN-SPAM.
- iii. Client further represents and warrants that:
- a. It has a current privacy policy posted on all of its websites; and
 - b. Its privacy policy addresses the use of user data by its service providers both in general and with regard to the specific remarketing and retargeting services including the use of cookies, tracking pixels, and web beacons.
- D. **Other Provisions.** If there is any conflict between the terms of this SOW and the MSA, the terms of the MSA shall govern and control. This SOW, the MSA, and applicable invoices ("**Relevant Documents**") are the Parties' entire agreement relating to the subject matter of the Relevant Documents. Any modifications to the Relevant Documents or Change Orders must be in writing, signed by both Parties, and specifically reference and this SOW. Obligations in the MSA or this SOW which by their nature are continuing, shall survive termination or expiration of the Agreement. The Parties agree that additional, conflicting, or different terms on existing or future Client or third-party purchasing documents are expressly rejected and shall be void.
- E. **Electronic Business.** The Parties agree that this SOW may be manually-executed or executed using an electronic or digital signature. The Parties further agree that manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or faxed or scanned electronically) will be deemed an original, and all of which together will constitute one and the same agreement.

**[SPACE INTENTIONALLY LEFT BLANK.
SIGNATURES FOLLOW ON NEXT PAGE.]**

Marshall University

By: Tracey Brown-Dolinski

Printed Name: Tracey Brown-Dolinski

Title: Director of Purchasing / CPO

Date: 1/25/19

Ruffalo Noel Levitz, LLC

By: Trisha Cornwell
Trisha Cornwell (Jan 17, 2019)

Printed Name: Trisha Cornwell

Title: Director of Accounting

Date: Jan 17, 2019

Please return signed contracts to RNLContracts@RuffaloNL.com

Appendix 1 to SOW (Description of Services)

A. Records Within Scope

- i. As stated in Section 3 of the SOW, the Services are provided for up to 50,000 of records. The Services for such records will be provided as follows:
 - a. Up to 30,000 of **Inquiry Records** included in the applicant marketing campaign pool.
 - b. Up to 20,000 of **Search Records** included in the applicant marketing campaign.
- ii. RNL will provide weekly suppressions against the Client applicant pool throughout the duration of the campaign.
- iii. **Inquiry Record:** An individual student record classified as a student who has inquired/requested/sought out information about the Client.
- iv. **Search Records:** Student records purchased by Client through a third party such as College Board, National Research Center for College and University Admissions (NRCCUA), Act, Inc., and/or College Bound Selection Service (CBSS).

B. Application Marketing Campaign

- i. **Campaign Launch:** Commencement of activities pursuant to the SOW designed to cultivate applicants.
 - a. RNL manages list purchase for each Campaign Launch on behalf of Client.
- ii. **Outreach Email Template:** The design prototype for an **Outreach Email** or Outreach Email series.
 - a. **Outreach Email:** Emails sent with a call to action intended to cultivate applicants.
- iii. **Outreach Email Version:** An Outreach Email Template with specific outreach messaging (e.g., a nine (9) email series can have nine (9) versions of text in one (1) Outreach Email Template).
 - a. Outreach Emails to Senior Search Record names and Inquiry Records.
 - b. Outreach Emails to Targeted Non-Responders from RNL Demand Builder in the first five (5) Outreach Emails. The remaining Outreach Emails will be sent to those who opened any email in the first five (5) Outreach Emails.
- iv. **Included Targeted Non-Responders from RNL Demand Builder:** Search Records that were included in RNL Demand Builder that have high predictive model ranges but do not directly reply to the RNL Demand Builder campaign.
- v. **Phone Campaign Launch:** Commencement of activities pursuant to the SOW designed to cultivate applicants by phone.
 - a. **Phone Campaign Launches** to all new and existing records with phone numbers which are loaded into phone campaign in four segments.
 1. Prospective applicants with a high propensity (Senior Search Record & Inquiry Record) and moderate propensity (search & inquiry) with Dedicated Calling Hours managed by RNL across all records. Propensity is determined by the RNL Enrollment Marketing consultant.
 2. RNL will run phone append process to append available phone numbers to records.

- vi. **Calling Segment:** Defined sets of prospective applicant data records grouped by one or more common attributes.
- vii. **Dedicated Calling Hours:** The number of hours the RNL call center provides for calls after the Phone Campaign Launch.
- viii. **Fulfillment Email Template:** The design prototype for a **Fulfillment Email** or **Fulfillment Email series**.
 - a. **Fulfillment Email:** Emails sent in response to an action by a prospective applicant, with information intended to further cultivate applicants.
- ix. **Fulfillment Email Version:** A **Fulfillment Email Template** with specific fulfillment messaging (e.g., a six (6) email series can have six (6) versions of text in one (1) **Fulfillment Email Template**).
 - a. **Fulfillment Emails** based on calling response with already applied, planning to apply, unsure if they are going to apply, or state they will apply by a certain date.
- x. **Applicant Information Package Template:** Design prototype for an **Application Information Package**.
 - a. **Application Information Package:** A letter with accompanying information about the benefits and features of applying for admission.
 - b. **Specifications of the Application Information Package:**
 1. 8.5" x 11 color letter and application information insert
 2. 2/c envelope printed on one side
 3. Mailing services
- xi. **Application Information Package Version:** An **Applicant Information Package Template** with specific text for an **Application Information Package**.
- xii. **Application Information Package Volume:** The number of **Applicant Information Packages** provided by RNL.
 - a. **Direct Mail** of **Application Information Packages** to records with viable addresses in the campaign.
- xiii. **Personalized Letter with Insert Template:** Design prototype for a **Personalized Letter with Insert**.
 - a. **Personalized Letter with Insert:** A letter with a one-page insert providing information on applying for admission and financial aid.
 - b. **Specifications of the parent direct mail package:**
 1. 8.5" x 11 color letter and application information insert
 2. 2/c envelope printed on one side
 3. Mailing services
- xiv. **Personalized Letter with Insert Version:** A **Personalized Letter with Insert Template** with specific text for a **Personalized Letter with Insert**.
 - a. **Direct Mail** to parent's/family of records with viable addresses in the campaign
- xv. **Personalized Letter with Insert Volume:** The number of **Personalized Letter with Inserts** provided by RNL.

- xvi. **RNL Digital Advertising Impression:** A single display of an Ad on a webpage, mobile app, or other delivery medium.
 - a. **Ad:** A digital advertisement designed for mobile, display, or social networks.
 - b. Impressions of Targeted Display Advertising through display matching, **Geo-fencing** and Retargeting on application form, only if RNL student application is utilized by Client.
 - 1. **Geo-fencing:** A mobile advertising strategy that targets a user's current location (based off of a phone's active GPS), and serves them Ads via mobile applications while they are in the geo-fenced location.
 - 2. **Retargeting:** Retargeting is an online advertising strategy that involves serving website visitors Ads based on their prior Internet use. For example, retargeting allows a college or university to advertise to individuals across the web that have previously visited select pages of their .EDU site. The strategy involves using cookies.
 - 3. **Targeted Display Advertising:** Matching individuals across devices to deliver Ads to them on the websites and social media outlets (including Facebook, and Instagram) that they visit.
- xvii. **Display Ad Template for Digital Advertising:** Design prototype for Digital Ads.
- xviii. **Display Ad Version for Digital Advertising:** A Display Ad Template for Digital Advertising with specific text.
 - a. Display Ad Versions for Digital Advertising will be allocated as follows: Two versions for A/B testing purposes and the third version for Geo-fencing, if applicable.

C. Modeling Analytics

- i. **Search Model:** Logistic regression analysis from inquiry to application for market analysis that prioritizes four (4) geographic markets in a predictive model, and, when available to RNL, is based on three (3) years of historical Client data.
- ii. **ForecastPlus™ Inquiry to Enrollment Model:** A logistic regression analysis from inquiry to enrollment identifying a student's propensity to enroll at Client based on one (1) year of historical Client data.

D. Consulting, Reports & Support

- i. **Campus Visit:** A visit to the Client's campus to facilitate delivery of Services, including consulting, training, and/or delivering report reviews.
- ii. **Program Reporting:** Reporting on campaign progress and results during and after the campaign.
- iii. **Program Management and Consulting:** Services provided by RNL to manage the program details and provide training and relevant consulting.

Appendix 2 to SOW (RNL Standard Change Order)

RNL reserves the right to waive the signature requirement at its discretion.

Change Order-Sample

Client Name

Contact:

Address street:

Address city state zip:

Email:

This Change Order ("CO") describes the services to be modified between Ruffalo Noel Levitz, LLC, ("RNL") and _____ (hereafter referred to as "Client" and together with RNL referred to as the "Parties").

The following provisions are incorporated into and made a part of the Current Statement (defined below). Any terms or phrases undefined in this CO shall have the meaning given them in the MSA or Current Statement, as applicable, and in the event of any conflict or ambiguity between this CO and the MSA, the MSA shall govern and control.

1. Reference Document:

This CO modifies the Statement of Work #__ dated _____ (the "Current Statement") as described in this CO.

2. Term of Services:

The Term of Services is deleted and replaced with the following:

3. Addition:

The following Service(s) is added:

4. Modification:

Section __ in the Current Statement is deleted and replaced with:

5. Fees & Payment:

The payment terms in the Current Statement are deleted and replaced with the following:

The additional payment terms are added to the payment schedule in the Current Statement:

6. Remaining Provisions:

All provisions of the Current Statement not specifically modified by this CO shall remain in full force and effect.

Client Name

Ruffalo Noel Levitz, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Statement of Work Agreement #2 - Demand Builder

1 OVERVIEW

This Statement of Work Agreement ("SOW") describes services to be provided by Ruffalo Noel Levitz, LLC ("RNL") to Marshall University ("Client") (together referred to as the "Parties") and is made pursuant to the November 1, 2018 Master Services Agreement between the Parties ("MSA," and collectively with this SOW the "Agreement").

2 TERM

The term of this SOW starts on November 1, 2018 and ends on the earlier of completion of the provision of the Services or October 31, 2020 ("Term").

3 SERVICES

A. During the Term, RNL will provide the services described in Appendix 1 in the following quantities for up to 150,000 (one hundred fifty thousand) Search Records ("Services"):

Program Inclusions	Quantity Per Program Year
Marketing Campaign to New Records Purchased	
Campaign Launches	4 to 6
Outreach Email Templates	2
Outreach Email Versions (2 series of 9 emails)	18
Outreach Email Dynamic Content for Affordability Messaging (Jr & Soph)	9
Outreach Email Versions (Srs)	Done as part of Applicant Cultivator
Fulfillment Email Templates	1
Fulfillment Email Versions	5
Phone Campaign Launches	2
Calling Segments	2
Dedicated Calling Hours	1,375
Direct Mail Launches	4 to 6
Direct Mail Templates	1
Direct Mail Versions	2
Direct Mail Volume	100% with valid address
Text Message Reply Mechanism	Included
RNL Digital Advertising Impressions	1,000,000
Display Ad Templates for Digital Advertising	8
Display Ad Versions for Digital Advertising	Up to 3
Modeling Analytics	
Search Model (4 Distinct Markets)	1
ForecastPlus™ Inquiry to Enrollment Model	0
RNL Affordability Predictor	1
Consulting, Reports & Support	
Campus Visits	Up to 1
Program Reporting	RNL Standard Reports
Program Management and Consulting	Included

- B. RNL manages the creative process as applicable to the Services in two (2) revision rounds before Client approval. A revision round is text and design change requests for any and all creative components communicated by Client to RNL, and then completed by RNL before the Campaign Launch. After these revision rounds and Client approval on text and design, Client-requested changes may be completed for an additional fee and based on RNL creative team availability, pursuant to a Change Order.
- C. All Services purchased must be consumed within the Term. Any Services not consumed within the Term will be forfeited by Client.
- D. Definitions.
 - i. **Search Records:** Student records purchased by Client through a third party such as College Board, National Research Center for College and University Admissions (NRCCUA), Act, Inc., and/or College Bound Selection Service (CBSS).
 - ii. Any terms or phrases undefined in this SOW shall have the meaning given them in the MSA.

4 CLIENT RESPONSIBILITIES

- A. The provision of Services by RNL is conditioned upon Client providing the following ("Client Responsibilities"):
 - i. Data necessary for the analysis and research components of the Services, in the format requested by RNL and in a timely manner.
 - ii. Client Materials necessary for the Services.
 - iii. Timely coordination with RNL for implementation of Services.

Except to the extent otherwise expressly provided in this SOW or waived in writing signed by both Parties, Client shall deliver Client Materials to an RNL provided SFTP server.

5 FEES & EXPENSES

- A. Client shall pay RNL \$362,000 (three hundred sixty two thousand dollars) for Services, pursuant to the payment schedule provided in this SOW.
 - i. All pricing is subject to adjustment based on any increase in any applicable minimum wage law, regulation, or policy, including without limitation: federal, state, provincial, and local laws, as well as Client policies or procedures applicable to wages (individually a "Required Wage Increase"). In the event of a Required Wage Increase, RNL may increase all pricing and fees based in any manner on wages, by an amount equal to the Required Wage Increase plus the reasonably estimated taxes imposed on such Required Wage Increase, in its discretion, and such increase shall be added to the total price as additional fees to be paid by Client. RNL will provide written notice of any increase.
 - ii. When competition of labor and wages impact the recruitment, hiring, and retention of RNL employees conducting the Dedicated Calling Hours, RNL will notify the Client. Upon mutual written agreement, RNL may increase pricing and fees by an amount equal to a wage increase plus the reasonably estimated taxes necessary to alleviate the impact of the labor market conditions.
- B. Client shall pay current US Postal Service rates for all postage charges incurred through delivery of the Services ("Postage Fees"). RNL's good faith estimate of Postage Fees is \$25,750 (twenty-five thousand, seven hundred fifty dollars) annually.

- C. Sales tax is not included in the pricing and will be added where applicable unless an exemption certificate is provided to RNL.
- D. RNL is responsible for its travel expenses incurred for Campus Visits within the scope of Services. If the Client requests additional Campus Visits pursuant to a Change Order, Client shall pay RNL for its necessary travel expenses for such Campus Visits.
- E. Client shall pay applicable vendors for fees it incurs for purchase of Search Records. RNL's good faith estimate of such fees is \$63,000 (sixty-three thousand dollars) annually.

6 PAYMENT SCHEDULE

- A. Client shall pay for Services and estimated Postage Fees in accordance with the following payment schedule:

Year 1

<u>Payment Due Date</u>	<u>Services Fees</u>	<u>Postage Fees</u>	<u>Total (Services + Postage) Fees</u>
December 15, 2018	\$90,500	\$12,876	\$103,376
January 31, 2019	\$45,250	\$6,437	\$51,687
July 15, 2019	<u>\$45,250</u>	<u>\$6,437</u>	<u>\$51,687</u>
TOTAL	\$181,000	\$25,750	\$206,750

Year 2

<u>Payment Due Date</u>	<u>Services Fees</u>	<u>Postage Fees</u>	<u>Total (Services + Postage) Fees</u>
November 15, 2019	\$90,500	\$12,876	\$103,376
March 15, 2020	\$45,250	\$6,437	\$51,687
July 15, 2020	<u>\$45,250</u>	<u>\$6,437</u>	<u>\$51,687</u>
TOTAL	\$181,000	\$25,750	\$206,750

- B. Annually, if the Postage Fees incurred by RNL is greater than the amount paid to RNL by Client, RNL will invoice Client for the remaining amount of Postage Fees. If the Postage Fees incurred by RNL is less than the amount paid to RNL by Client, RNL will refund the difference to Client.
- C. Payment of amounts due following resolution of disputed billings and invoices, if any, are due ten (10) days following resolution.

7 CLIENT INFORMATION

- A. Client primary contact for SOW:

Name: Tammy Johnson
 Title: Dean of Admissions and Executive Director of Enrollment Services
 Phone: 304-696-3151
 Email: johnson73@marshall.edu

- B. Invoices shall be sent to the following address:


Name: Melody Freeman

Title: Manager, Accounts Payable, Senior
Address: One John Marshall Drive
City, State, Zip: Huntington, WV 25755-4500
Phone: 304-696-2221
Email: acctspayable@marshall.edu

Client may revise the above contact information at any time upon written notice to RNL.

8 GENERAL PROVISIONS

- A. **Amendments.** Any amendments to this SOW will require a Change Order substantially similar to RNL's current standard Change Order form included in Appendix 2. No services are required to be rendered or provided beyond the scope of services described in this SOW, without a Change Order or separate SOW.
- B. **Service Conditions.** If any of the Client Responsibilities or payment obligations described above (the "Service Conditions") are not satisfied, then RNL may suspend provision of the Services and may terminate this SOW without penalty to RNL. Any decision by RNL to forego suspension or termination of this SOW in the event of an unsatisfied Service Condition shall not be construed as a waiver of RNL's right to later terminate this SOW if the unsatisfied Service Condition remains uncured, or for any other unsatisfied Service Condition, all in RNL's sole discretion.
- C. **Specific Representations and Warranties.**
- i. Client represents and warrants that:
 - a. It will adopt and maintain an appropriate privacy policy to which Client's constituents will have reasonable access; and
 - b. It will only import, access, or otherwise use data for which all individuals have consented to receive correspondence (through any and all relevant methods (e.g., email, call, text)) from Client in connection with Client's use of the Services.
 - ii. Client further represents and warrants the following regarding its use of email, if any, in connection with the Services:
 - a. It is the sole or designated "sender" (as such term is defined in the CAN-SPAM Act of 2003 and any rules adopted under such act ("CAN-SPAM")) of any email message sent on Client's behalf;
 - b. The "from" line of any email message sent by Client using the Services will accurately and in a non-deceptive manner identify Client's organization, Client's product, or Client's service;
 - c. The "subject" line of any email message sent by Client using the Services will not contain any deceptive or misleading content regarding the overall subject matter of the email message;
 - d. It will include in any email message sent by Client using the Services, Client's valid physical address, which may be a valid post office box meeting the registration requirements established by the United States Postal Service; and
 - e. It must include an opt-out mechanism as required by CAN-SPAM.

- 
- iii. Client further represents and warrants that:
- a. It has a current privacy policy posted on all of its websites; and
 - b. Its privacy policy addresses the use of user data by its service providers both in general and with regard to the specific remarketing and retargeting services including the use of cookies, tracking pixels, and web beacons.
- D. **Other Provisions.** If there is any conflict between the terms of this SOW and the MSA, the terms of the MSA shall govern and control. This SOW, the MSA, and applicable invoices ("**Relevant Documents**") are the Parties' entire agreement relating to the subject matter of the Relevant Documents. Any modifications to the Relevant Documents or Change Orders must be in writing, signed by both Parties, and specifically reference this SOW. Obligations in the MSA or this SOW which by their nature are continuing, shall survive termination or expiration of the Agreement. The Parties agree that additional, conflicting, or different terms on existing or future Client or third-party purchasing documents are expressly rejected and shall be void.
- E. **Electronic Business.** The Parties agree that this SOW may be manually-executed or executed using an electronic or digital signature. The Parties further agree that manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or faxed or scanned electronically) will be deemed an original, and all of which together will constitute one and the same agreement.

[SPACE INTENTIONALLY LEFT BLANK.
SIGNATURES FOLLOW ON NEXT PAGE.]

Marshall University

By: Tracey Brown-Dolinski

Printed Name: Tracey Brown-Dolinski

Title: Director of Purchasing / CPO

Date: 1/29/19

Ruffalo Noel Levitz, LLC

By: Trisha Cornwell
Trisha Cornwell (Jan 17, 2019)

Printed Name: Trisha Cornwell

Title: Director of Accounting

Date: Jan 17, 2019

Please return signed contracts to RNLContracts@RuffaloNL.com

Appendix 1 to SOW (Description of Services)

A. Marketing Campaign to New Records Purchased

- i. **Campaign Launch:** Commencement of activities pursuant to the SOW designed to generate applicant interest in the Client.
 - a. RNL manages list purchase for each Campaign Launch on behalf of Client.
 - b. Creation of online inquiry form to capture responders.
 - c. RNL and Client will collaboratively determine the focus of each Campaign Launch, between high school student records.
- ii. **Outreach Email Template:** The design prototype for an **Outreach Email** or Outreach Email series.
 - a. **Outreach Email:** Emails sent with a call to action intended to generate applicant interest in the Client.
- iii. **Outreach Email Version:** An Outreach Email Template with specific outreach messaging (e.g., a nine (9) email series can have nine (9) versions of text in one (1) Outreach Email Template).
- iv. **Outreach Email Dynamic Content for Affordability Messaging (Jr & Soph):** Dynamic Content is populated based on specific student information derived from the affordability predictor model, primarily focused at families with low EFC. Message content is institution specific and references the ability to provide an affordable education and value statement(s).
- v. **Outreach Email Versions (Srs):** An Outlook Email Version specific to high school seniors.
- vi. **Fulfillment Email Template:** The design prototype for a **Fulfillment Email** or Fulfillment Email series.
 - a. **Fulfillment Email:** Emails sent in response to an action by an applicant or prospective applicant, with information intended to further generate applicant interest in the Client.
- vii. **Fulfillment Email Version:** A Fulfillment Email Template with specific fulfillment messaging (e.g., a six (6) email series can have six (6) versions of text in one (1) Fulfillment Email Template).
 - a. Fulfillment Emails to High School Juniors and Sophomores and targeted selection of non-responders.
 - b. Fulfillment Email to all responders for the purpose of thanking them for their response.
- viii. **Phone Campaign Launch:** Commencement of activities pursuant to the SOW designed to generate applicant interest in the Client by phone.
 - a. **Phone Campaign Launches:** one (1) for High School Juniors and one (1) for High School Seniors OR two (2) for High School Juniors, as determined by the RNL enrollment consultant based on Client goals and unique characteristics.
 1. RNL will run phone append process to append available phone numbers to records.

2. All records with phone numbers are loaded into phone campaign: high propensity and moderate propensity with dedicated calling hours assigned to all records.
- ix. **Calling Segment:** Defined sets of applicant or prospective applicant data records grouped by one or more common attributes.
 - x. **Dedicated Calling Hours:** The number of hours the RNL call center provides for calls after the Phone Campaign Launch.
 - xi. **Direct Mail Launch:** Period of time in which **Direct Mail** is initiated to be printed and mailed.
 - a. **Direct Mail:** A letter, brochure, or postcard designed to communicate with applicants or prospective applicants. Direct mail is personalized and provides specific content relevant to the campaign.
 - xii. **Direct Mail Template:** The design prototype for a Direct Mail piece.
 - xiii. **Direct Mail Version:** A Direct Mail Template with specific text for a Direct Mail piece.
 - xiv. **Direct Mail Volume:** The number of pieces of Direct Mail printed.
 - a. Direct Mail to records within the scope of the SOW, in the form of self-mailer brochure OR letter package.
 - 1. Specifications for letter package:
 - 8.5 x 11 letter and reply sheet
 - Data personalized on one side
 - Return BRE
 - Closed-face envelope
 - Mailing services
 - 2. Specifications for the self-mailer brochure:
 - Multi-panel color brochure on cover-weight stock
 - Data personalized on one side
 - Mailing services
 - xv. **Text Message Reply Mechanism:** The opportunity for a student to reply to a Direct Mail piece and/or email, as applicable, by text message to Client.
 - xvi. **RNL Digital Advertising Impression:** A single display of an Ad on a webpage, mobile app, or other delivery medium.
 - a. Impressions of Targeted Display Advertising in the form of display marketing to new records. Matching new records for display advertising, **Geo-fencing** and **Retargeting**.
 - b. **Ad:** A digital advertisement designed for mobile, display, or social networks.
 - c. **Geo-fencing:** A mobile advertising strategy that targets a user's current location (based off of a phone's active GPS), and serves them Ads via mobile applications while they are in the geo-fenced location.
 - d. **Retargeting:** Retargeting is an online advertising strategy that involves serving website visitors Ads based on their prior Internet use. For example, retargeting allows a college or university to advertise to individuals across the web that have previously visited select pages of their .EDU site. The strategy involves using cookies.

- e. **Targeted Display Advertising:** Matching individuals across devices to deliver Ads to them on the websites and social media outlets (including Facebook, and Instagram) that they visit.
- xvii. **Display Ad Template For Digital Advertising:** Design prototype for digital Ads.
- xviii. **Display Ad Version For Digital Advertising:** A Display Ad Template for Digital Advertising with specific text.
 - a. Display Ad Versions for Digital Advertising will be allocated as follows: Two versions for A/B testing purposes and the third version for Geo-fencing, if applicable.

B. Modeling Analytics

- i. **Search Model:** Logistic regression analysis from inquiry to application for market analysis that prioritizes four (4) geographic markets in a predictive model, and, when available to RNL, is based on three (3) years of historical Client data.
- ii. **ForecastPlus™ Inquiry to Enrollment Model:** A logistic regression analysis from inquiry to enrollment identifying a student's propensity to enroll at Client based on one (1) year of historical Client data.
- iii. **RNL Affordability Predictor:** Affordability Predictor Category "AFC" appended to each student record post purchase, with the model category, High/Medium/Low, and, if appropriate, the academic segment (High Ability and General Ability) and Affordability Predictor Zone (1-6).

C. Consulting, Reports & Support

- i. **Campus Visit:** A visit to the Client's campus to facilitate delivery of Services, including consulting, training, and/or delivery report reviews.
- ii. **Program Reporting:** Reporting on campaign progress and results during and after the campaign.
- iii. **Program Management and Consulting:** Services provided by RNL to manage the program details and provide training and relevant consulting.

Appendix 2 to SOW (RNL Standard Change Order)

RNL reserves the right to waive the signature requirement at its discretion.

Change Order-Sample

Client Name

Contact:

Address street:

Address city state zip:

Email:

This Change Order ("CO") describes the services to be modified between Ruffalo Noel Levitz, LLC, ("RNL") and _____ (hereafter referred to as "Client" and together with RNL referred to as the "Parties").

The following provisions are incorporated into and made a part of the Current Statement (defined below). Any terms or phrases undefined in this CO shall have the meaning given them in the MSA or Current Statement, as applicable, and in the event of any conflict or ambiguity between this CO and the MSA, the MSA shall govern and control.

1. Reference Document:

This CO modifies the Statement of Work #__ dated _____ (the "Current Statement") as described in this CO.

2. Term of Services:

The Term of Services is deleted and replaced with the following:

3. Addition:

The following Service(s) is added:

4. Modification:

Section __ in the Current Statement is deleted and replaced with:

5. Fees & Payment:

The payment terms in the Current Statement are deleted and replaced with the following:

The additional payment terms are added to the payment schedule in the Current Statement:

6. Remaining Provisions:

All provisions of the Current Statement not specifically modified by this CO shall remain in full force and effect.

Client Name

Ruffalo Noel Levitz, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Statement of Work Agreement #3

1 OVERVIEW

This Statement of Work Agreement ("SOW") describes services to be provided by Ruffalo Noel Levitz, LLC ("RNL"), to Marshall University ("Client") (together referred to as the "Parties") and is made pursuant to the November 1, 2018 Master Services Agreement between the Parties ("MSA," and collectively with this SOW the "Agreement").

2 TERM

The term of this SOW starts on November 15, 2018 and ends on the earlier of completion of the provision of the Services or April 29, 2019 ("Term").

3 SERVICES

During the Term, RNL will provide the services below ("Services"):

- A. An Search Engine Optimization (SEO) to develop content for 30 academic program and enrollment-related pages that integrate branding and positioning themes and enhance the user experience during year one (1) to include:
 - i. On-campus visit by two consultants for program discovery;
 - ii. One (1) training visit with 2 SEO training sessions -strategy, writing, and related concepts;
 - iii. Three (3) one hour remote webcast trainings based on SEO;
 - iv. Search engine optimized content development for 30 academic program and/ or enrollment related pages
 - v. Research to identify branded and non-branded keyword terms and search concepts
 - vi. Delivery of initial page drafts and facilitation of revisions with campus stakeholders
- B. All Services purchased must be consumed within the Term. Any Services not consumed within the Term will be forfeited by Client.

4 CLIENT RESPONSIBILITIES

- A. The provision of Services by RNL is conditioned upon Client providing the following ("Client Responsibilities"):
 - i. Identification of a person who will serve as the client's on-site lead for the project.
 - ii. Timely coordination with RNL for implementation of Services.
 - iii. A data file necessary for implementation of Services in the file format requested by RNL and in a timely manner.
 - a. If Client provides the data file in a format other than RNL's requested format, the Client will have the option to either (1) incur an additional fee upon mutual agreement corresponding to the additional services required to manipulate the file, or (2) resend the data file in accordance with RNL's requested format.

5 FEES & EXPENSES

- A. Client shall pay RNL \$53,500 (fifty three thousand, five hundred dollars) for Services, pursuant to the payment schedule provided in this SOW.
- B. Client shall pay for RNL's necessary travel expenses incurred through provision of Services.
- C. Sales tax is not included in the pricing and will be added where applicable unless an exemption certificate is provided to RNL.

6 PAYMENT SCHEDULE

- A. Client shall pay for Services in accordance with the following payment schedule:

<u>Payment due date</u>	<u>Amount</u>
December 15, 2018	\$26,750
February 15, 2019	\$13,375
April 15, 2019	<u>\$13,375</u>
TOTAL:	\$53,500

- B. Travel expenses will be invoiced to Client as Incurred by RNL.
- C. Payment of amounts due following resolution of disputed billings and invoices, if any, are due ten (10) days following resolution.

7 CLIENT INFORMATION

- A. Client primary contact for SOW:

Name: Ginny Painter
 Title: Senior Vice President for Communications and Marketing
 Phone: 304-696-4621
 Email: ginny.painter@marshall.edu

- B. Invoices shall be sent to the following address:

Name: Melody Freeman
 Title: Manager, Accounts Payable, Senior
 Address: One John Marshall Drive
 City, State, Zip: Huntington, WV 25755-4500
 Phone: 304-696-2221
 Email: acctspayable@marshall.edu

Client may revise the above contact information at any time upon written notice to RNL.

8 GENERAL PROVISIONS

- A. **Amendments.** Any amendments to this SOW will require a Change Order ("CO") substantially similar to RNL's current standard CO form included in Appendix 1. No services are required to be rendered or provided beyond the scope of services described in this SOW, without a CO or separate SOW.
- B. **Service Conditions.** If any of the Client Responsibilities or payment obligations described above (the "Service Conditions") are not satisfied, then RNL may suspend provision of the Services and may terminate this SOW without penalty to RNL. Any decision by RNL to forego suspension or termination of this SOW in the event of an unsatisfied Service Condition shall not be construed as a waiver of RNL's right to later terminate this SOW if the unsatisfied Service Condition remains uncured, or for any other unsatisfied Service Condition, all in RNL's sole discretion.
- C. **Other Provisions.** If there is any conflict between the terms of this SOW and the MSA, the terms of the MSA shall govern and control. This SOW, the MSA, and invoices arising under them ("Relevant Documents") are the Parties' entire agreement relating to the subject matter of the Relevant Documents. Any modifications to the Relevant Documents or Change Orders must be in writing, signed by both Parties, and specifically reference this SOW. Obligations in the MSA or this SOW which by their nature are continuing, shall survive termination or expiration of the Agreement. The Parties agree that additional, conflicting, or different terms on existing or future Client or third-party purchasing documents are expressly rejected and shall be void.
- D. **Electronic Business.** The Parties agree that this SOW may be manually-executed or executed using an electronic or digital signature. The Parties further agree that manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or faxed or scanned electronically) will be deemed an original, and all of which together will constitute one and the same agreement.

**[SPACE INTENTIONALLY LEFT BLANK
SIGNATURES FOLLOW ON NEXT PAGE.]**

Marshall University

By: Tracey Brown-Dolinski

Printed Name: Tracey Brown-Dolinski

Title: Director of Purchasing / CPO

Date: 1/25/19

Ruffalo Noel Levitz, LLC

By: Trisha Cornwell

Printed Name: Trisha Cornwell

Title: Director of Accounting

Date: Jan 17, 2019

Appendix 1 to SOW (RNL Standard Change Order)

RNL reserves the right to waive the signature requirement at its discretion.

Change Order-Sample

Client Name
Contact:
Address street:
Address city state zip:
Email:

This Change Order ("CO") describes the services to be modified between Ruffalo Noel Levitz, LLC, ("RNL") and _____ (hereafter referred to as "Client" and together with RNL referred to as the "Parties").

The following provisions are incorporated into and made a part of the Current Statement (defined below). Any terms or phrases undefined in this CO shall have the meaning given them in the MSA or Current Statement, as applicable, and in the event of any conflict or ambiguity between this CO and the MSA, the MSA shall govern and control.

1. Reference Document:

This CO modifies the Statement of Work #__ dated _____ (the "Current Statement") as described in this CO.

2. Term of Services:

The Term of Services is deleted and replaced with the following:

3. Addition:

The following Service(s) is added:

4. Modification:

Section X in the Current Statement is deleted and replaced with:

5. Fees & Payment:

The payment terms in the Current Statement are deleted and replaced with the following:

The additional payment terms are added to the payment schedule in the Current Statement:

6. Remaining Provisions:

All provisions of the Current Statement not specifically modified by this CO shall remain in full force and effect.

Client Name

Ruffalo Noel Levitz, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Any disputes brought by Vendor arising out of the agreement and any counter-claims or cross-claims by Marshall University (“Marshall”) shall be presented to the West Virginia Legislative Claims Commission. Any disputes brought by Marshall University (“Marshall”) arising out of the agreement shall be presented in the Circuit Court of Cabell County, West Virginia, or other appropriate Court having jurisdiction over the matter.
2. **HOLD HARMLESS** – Any provision requiring Marshall to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
4. **TAXES** – Provisions in the agreement requiring Marshall to pay taxes are deleted. As a State entity, Marshall is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will Marshall file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** - Any reference to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. Marshall has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring Marshall to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, Marshall agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **PERIOD OF LIMITATIONS** – Any clauses limiting the time in which Marshall may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting Marshall’s right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – Marshall recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, Marshall reserves the right to assign the agreement to another State of West Virginia Agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of the Marshall prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – Marshall, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages is hereby deleted. Vendor’s liability under the agreement shall not exceed the value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Marshall shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Marshall agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring Marshall to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. Marshall may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by Marshall prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring Marshall to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, Marshall does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State’s original solicitation. Any contrary delivery terms are hereby deleted.
23. **PUBLICITY** – Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to Marshall without the express written consent of Marshall.

- 24. **UNIVERSITY MARKS** – Vendor shall not, in any way or in any form use Marshall’s trademarks or other intellectual property without prior written consent of Marshall.
- 25. **FERPA**. Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 (“FERPA”) To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made

ACCEPTED BY:
MARSHALL UNIVERSITY

OFFICE OF PURCHASING

Signed: *Tacey Brandolini*
 Title: Director of Purchasing /CPO
 Date: 1/25/19

VENDOR
Ruffalo Noel Levitz

Company Name: _____
 Signed: *si-coll*
Trisha Kolowall - Jan 17, 2019
 Title: Director of Accounting
 Date: Jan 17, 2019

Approved as to form:

Jendonnae
L.
Houdyschell

Digitally signed by
 Jendonnae L. Houdyschell
 Reason: I have reviewed
 this document
 Date: 2019.01.24 09:57:16
 -05'00'

Marshall University
Cloud Computing Contract Addendum

“**Institution**” as used herein means Marshall University, its Board of Governors, Colleges, Schools, and Departments.

“**Vendor**” as used herein means Ruffalo Noel Levitz, LLC

(Insert Vendor Name Here)

Definitions

“**Confidential Information**” is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach-Bliley Act (GLBA), or Marshall University Policy [<http://www.marshall.edu/board/board-of-governors-policies/>]. This information includes, but is not limited to, Social Security numbers, student records, financial records regarding students (or their parents or sponsors), financial and personal information regarding Marshall University employees, and other personally identifiable information identified by law.

“**Covered Data**” includes any institutional data defined as “confidential information”.

“**Institution Data**” includes data uploaded by users of the service and communications between the user, the Institution, and Vendor.

“**Notification Event**” includes Vendor system that may access, process or store University data is subject to unintended access. Unintended access includes compromise by a computer worm, search engine web crawler, password compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

“**Vendor User**” includes the Vendor and its employees, agents, contractors, and other persons associated with Vendor.

Use of the Data

The Vendor agrees that data provided to them during the provision of service shall be used only and exclusively to support the service and service execution, and not for any other purpose. Unless expressly permitted by the written consent of an Institution official authorized to give such consent, Vendor and its employees, agents, contractors, and other persons associated with Vendor (collectively, the "Vendor Users") are only permitted to use, reuse, distribute, transmit, manipulate, copy, modify, access, or disclose the Institution Data to the extent necessary for Vendor to implement and maintain the information as set forth in this Addendum. Except as otherwise specifically provided for in this Agreement, the Vendor agrees that Institution Data will not be shared, sold, or licensed with any third-

party, except approved sub-contractors, without the express written approval of the Institution and the Senior Vice President for Information Technology.

Vendor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of Institution data and any non-compliance with the data privacy and security requirements by Vendor Users.

Data Protection

Upon termination, cancelation, expiration or other conclusion of the Agreement *and written request from Institution*, Vendor shall return the Covered Data to Institution unless Institution requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Vendor. Vendor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement. Within such thirty (30) day period, Vendor shall certify in writing to Institution that such return or destruction has been completed.

Compliance with Federal, State, and Local Laws and Regulatory Requirements; Vendor's product must be compliant with any Federal, State, and Local privacy laws or regulations applicable to the Institution, including but not limited to: the Family Educational Rights and Privacy Act (FERPA) (Pub.

L. No. 93-380 (1974), codified at 20 U.S.C. § 1232g); the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104-191, § 264 (1996), codified at 42 U.S.C. § 1320d; Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 160 (2002), 45 C.F.R. § 164 subpts. A, E (2002); the Gramm-Leach-Bliley Act (GLBA) (Pub. L. No. 106-102 (1999), privacy protections are codified at 15 USC § 6801 et seq.).

Vendor agrees that it may create, have access to, or receive from or on behalf of Institution or students, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). Vendor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Institution in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Vendor protects its own Confidential Information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of Institution, Vendor agrees to provide Institution with a written summary of the procedures Vendor uses to safeguard the FERPA Records.

Vendor agrees to adhere to the additional FERPA requirements listed at the following web address: [\[http://ptac.ed.gov/sites/default/files/data-sharing-agreement-checklist.pdf\]](http://ptac.ed.gov/sites/default/files/data-sharing-agreement-checklist.pdf) if any of the data is used for research or a longitudinal study.

Notification of Security Incidents

Vendor, within one day of discovery, shall report to Institution any use or disclosure of Confidential Information not authorized by this Addendum or in writing by Institution. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by Institution. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and *subject to the limitations of the Agreement*, to indemnify, hold harmless and defend the Institution and its Board of Governors, officers, employees, agents and representatives from and against any claims, damages, or other harm related to such Notification Event.

Institutional Marks Protection


Use of Institution name, marks, or logos: All use by Vendor of Institution name, marks, and content must be approved in writing by Institution and the Senior Vice President of Communications. Institution reserves the right to review all uses of it name, marks or logos prior to their use by Vendor.

Indemnification


Subject to the limitations of the Agreement, Vendor shall indemnify, defend and hold Institution harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, including Institution's costs and attorney fees, which arise as a result of Vendor's negligent acts, omissions or willful misconduct. Neither party shall be liable for any and all consequential, exemplary, indirect, punitive, or special damages of any kind.

ACCEPTED BY:

MARSHALL UNIVERSITY

By: 
Title: Director, Office of Purchasing /CPO
Date: 1/25/19

VENDOR

By: 
Trisha Cornwell (Jan 17, 2019)
Title: Director of Accounting
Date: Jan 17, 2019

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: *[Handwritten Signature]* Date: 1-25-18

State of Texas

County of Linn, to-wit:

Taken, subscribed, and sworn to before me this 25 day of January, 2018.

My Commission expires Oct. 18, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC *[Handwritten Signature]*