



Statement of Work #5 Web Services

1 OVERVIEW

This Statement of Work (“**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 July 30, 2020 Master Services Agreement between the Parties (“**MSA**,” and collectively with this SOW the “**Agreement**”).

2 TERM

- A. The term of this SOW starts on August 7, 2020 (“**Start Date**”) and ends on January 7, 2021 (“**End Date**”) (the “**Term**”).

3 SERVICES

During the Term, RNL will provide the following services (“**Services**”):

- A. Web services, to include the following:
- i. Design with a final deliverable of flat-file PSD in the Marshall brand language
 - ii. Desktop and mobile layouts
 - iii. Design layout strategy will be provided by campus team
- B. RNL manages the creative process as applicable to the services in two (2) revision rounds before Client approval. A revision round is a text and design change requests for any and all creative components communicated by Client to RNL, and then completed by RNL. 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.

4 CLIENT RESPONSIBILITIES

- A. The provision of Services by RNL is conditioned upon Client providing the following (“**Client Responsibilities**”):
- i. Client Materials necessary for Services.
 - ii. Timely coordination with RNL for implementation of Services.

5 FEES & PAYMENT SCHEDULE

- A. Client shall pay RNL \$8,000 (eight thousand dollars) for Services.
- B. Client shall pay for Services in accordance with the following payment schedule:

<u>Payment due date</u>	<u>Amount</u>
September 15, 2020	<u>\$8,000</u>
TOTAL	\$8,000

- C. Sales tax is not included in the pricing and will be added where applicable unless an exemption certificate is provided to RNL.
- D. Payment of amounts due following resolution of disputed billings and invoices, if any, are due ten (10) days following resolution.

6 CLIENT INFORMATION

A. Client primary contact for SOW:

Name: Christopher McComas
 Title: Director of Web Strategy
 Phone: 304-696-5720
 Email: chris.mccomas@marshall.edu

B. Invoices shall be sent to the following address:

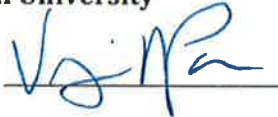
Name: Ginny Painter
 Title: Senior VP for Communications and Marketing
 Address: Marshall University, One John Marshall Dr.
 City, State, Zip: Huntington, WV 25755
 Phone: 304-696-4621
 Email: painterv@marshall.edu

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

7 GENERAL PROVISIONS

- A. **Amendments.** Any amendments to this SOW will require a change order (“CO”) signed by both Parties. No services are required to be rendered or provided beyond the scope of services described in this SOW, without a CO or separate SOW. Notwithstanding the foregoing, these Services, or a portion thereof, may be provided to RNL by a third-party vendor. Therefore, RNL cannot guarantee these Services will continue to be available to RNL or the Client.
- 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

Marshall University

By: 

Printed Name: Virginia R. Painter

Title: Senior VP for Communications and Marketing

Date: 8/14/2020

Ruffalo Noel Levitz, LLC

By: 

Printed Name: Mary Noel

Title: Director of Accounting

Date: 8/19/2020

Please return signed contracts to RNLContracts@RuffaloNL.com