



## Statement of Work #17 – Paid Interactive Marketing

### 1 OVERVIEW

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This Statement of Work (“**SOW**”) describes services to be provided by Ruffalo Noel Levitz, LLC (“**RNL**”), to Bowling Green State University (“**Client**”) (together referred to as the “**Parties**”) and is made pursuant to the August 31, 2015 Master Services Agreement between the Parties (“**MSA**,” and collectively with this SOW the “**Agreement**”).

### 2 TERM

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- A. The term of this SOW starts on September 1, 2019 (“**Start Date**”) and ends on August 31, 2020 (“**End Date**”) (the “**Term**”).

### 3 SERVICES

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

- A. Twelve (12) months of turnkey paid interactive marketing services (“**PIM Services**”). The PIM Services include:
- i. Management of ad creative, bidding, and budget allocation with ad properties (Google, Bing, Facebook, and LinkedIn);
  - ii. Regular performance reporting meetings;
  - iii. Set up and monitoring of ad testing and refinements;
  - iv. Hosting of campaign landing experiences; and
  - v. Management of the online advertising spend on behalf of Client, not to exceed the ad spend target without Client’s approval.
- 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. 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

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

## 5 FEES & PAYMENT SCHEDULE

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A. Client shall pay RNL \$267,000 (two hundred sixty seven thousand dollars) for Services.

- i. PIM Services Fee - \$74,100
- ii. Ad Spend - \$192,900

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

<u>Payment due date</u>	<u>Amount</u>
October 1, 2019	\$133,500
December 1, 2019	\$66,750
February 1, 2020	<u>\$66,750</u>
<b>TOTAL</b>	<b>\$267,000</b>

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

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A. Client primary contact for SOW:

Name: Paul Cesarini  
Title: Assistant Vice Provost  
Phone: 419-372-7740  
Email: pcesari@bgsu.edu

B. Invoices shall be sent to the following address:

Name: Lisa Meyer  
Title: Budget Analyst  
Address: 230 McFall Center  
City, State, Zip: Bowling Green, OH 43403  
Phone: 419-372-2915  
Email: lmeyer@bgsu.edu

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

## 7 GENERAL PROVISIONS

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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 discretion. Notwithstanding any term in the Agreement to the contrary, this SOW may not be terminated without cause.
- 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.

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

**Bowling Green State University**

By: Joe B. Whitehead Jr.  
Printed Name: Joe B. Whitehead Jr.  
Title: Provost  
Date: 8/27/19

APPROVED AS TO LEGAL FORM  
*Meredith A. Gentry*  
OFFICE OF GENERAL COUNSEL

**Ruffalo Noel Levitz, LLC**

By: Mary Noel  
Printed Name: Mary Noel  
Title: Director of Revenue  
Date: 8/22/2019

**Please return signed contracts to [RNLContracts@RuffaloNL.com](mailto:RNLContracts@RuffaloNL.com)**