

Statement of Work Agreement #15

1 OVERVIEW

This Statement of Work Agreement ("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

The term of this SOW starts on September 1, 2018 and ends on the earlier of completion of the provision of the Services or August 31, 2019 ("Term").

3 SERVICES

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. Brand discovery research via an online survey, focus group interviews, and interviews with staff;
 - ii. Development of ad creative strategy and copy/visual elements;
 - iii. Hosting of content matched campaign landing experiences;
 - iv. Management of ad creative, bidding, and budget allocation with ad properties (Google, Yahoo/Bing, Facebook, etc.);
 - v. Regular performance reporting meetings;
 - vi. Set up and monitoring of ad testing and refinements; and
 - vii. Management of the online advertising spend on behalf of Client and not exceeding 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. 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. Timely coordination with RNL for implementation of Services.

5 FEES & EXPENSES

- A. Client shall pay RNL \$200,000 (two hundred thousand dollars) for Services, pursuant to the payment schedule provided in this SOW.
- B. The fee per Service element is:
 - i. 12 month ad budget: \$143,000
 - ii. Management Fee: \$57,000
- 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>
October 1, 2018	\$100,000
December 1, 2018	\$50,000
February 1, 2019	<u>\$50,000</u>
TOTAL	\$200,000

- B. 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: Paul Cesarini

Title: Assistant Vice Provost

Phone: 419-372-7740

Email: pcesari@bgsu.edu

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

Name: John Fischer

Title: Provost & SVPAA, Interim

Address: 230 McFall Center

City, State, Zip: Bowling Green, OH 43403

Phone: 419-372-2915

Email: jfish@bgsu.edu

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

8 GENERAL PROVISIONS

- A. **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.
- B. **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.
- C. **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.]**

Bowling Green State University

By:

John M. Fischer

Printed Name: John M. Fischer

Title: Provost & Sr. VP for Academic Affairs, Interim

Date:

9/5/18

Ruffalo Noel Levitz, LLC

By:

Mary Noel

Mary Noel (Sep 6, 2018)

Printed Name: Mary Noel

Director of Revenue

Title:

Date: Sep 6, 2018