



Letter of Agreement

Date of Agreement: 1/25/2021

Client: Boone County Schools

Client Address: 8330 US Highway 42, Florence, KY 41042

Effective Date: 2/19/2021

End Date: 2/18/2024

Agreement

This agreement "Agreement" between The Hanover Research Council LLC ("Hanover Research") and Client runs from the Effective Date to the End Date. Under this Agreement, Client has the authority to request research services on any topic (the "Membership Services"), as well as the right to ask Hanover Research to expedite work of particular urgency. This Agreement may be terminated without cause by Client prior to end of each twelve month period during the Term, so long as Client provides prior written notice to Hanover at least sixty (60) days prior to the end of such twelve month period.

All Membership Services are available to Client on a subscription basis within the confines of a single sequential research queue, in that Hanover will perform one (1) research project at a time. Client shall, in its discretion, prioritize the research projects that form the basis of the research as it deems appropriate. Membership Services may include, but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). As an Advisory Member, Client has the capacity to request Advisory-Level services in the form of one (1) workshop or focus group. Client also receives access for 50 users to Hanover Digital which houses the Research Library and DataLab. Hanover asks that Client not share materials from Hanover Digital to those outside of their organization.

Except with respect to Section IX (revised below), this Agreement hereby incorporates by reference the following terms and conditions ("Terms") that are available for review by Client online at: <http://www.hanoverresearch.com/client-services-terms-conditions-education/>. Client's signature below shall be deemed its acceptance and acknowledgement of the Terms as they related to the Research Services.

IX. Governing Law: The Agreement shall be governed by the laws of the State of Kentucky.

Annual Service Fee: \$75,000*

Invoicing: Net 30

2/19/2021: \$75,000

2/19/2022: \$75,000

2/19/2023: \$75,000

*Hanover Research is pleased to pass along this preferred pricing if a signed agreement is returned prior to February 19th, 2021.

Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third party vendor if requested. If Additional Services are estimated to cost more than \$5,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) pre-pay to Hanover the estimated costs for the Additional Services prior to the project kick-off.

Confirmation

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Boone County Schools

Hanover Research Council LLC

Signatory Name: _____

Signatory Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Client Services Terms & Conditions

The Hanover Research Council LLC (“Hanover”) is pleased to provide (“Client”) the Research Services in accordance with the following terms and conditions (“Terms”). The following Terms shall be deemed accepted and agreed to by Client upon signature of a Client Services Agreement (the “Agreement”).

I. Term

These Terms with Hanover runs for a subscription period from the Effective Date to the End Date (the “Term”). During the Term of the Agreement, Client will be able to access the research services provided by Hanover (the “Research Services”) in accordance with the terms and conditions set forth below. Client will have the authority to request Research Services on any topic throughout the Term within the confines of the number of sequential queue(s) specified in the Client Services Agreement, i.e., Hanover will work on one (1) Research Services project at a time in each queue. Client understands and agrees that the Agreement may not be terminated during the Term, except for material breach. Either party may terminate the Agreement should the other party materially breach the terms and conditions of the Agreement or these Terms, and such breach goes uncured for a period of thirty (30) or more days after the non-breaching party has notified the breaching party in writing.

II. Research Services

All Research Services are available to Client on a subscription basis within the confines of a sequential research workflow queue, in that Hanover will perform up to one (1) Research Services project at a time. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Although work is completed in a sequential fashion, Client may submit requests at any time. Individual Research Services projects will generally be commenced by the submission of a project request that will describe the project, the expected Deliverables (as defined below), any information or materials to be provided by Client and any other information anticipated to be relevant to the proposed project. The parties will negotiate in good faith and agree upon the proposed Deliverables, approach and timetable for the project, subject to assumptions regarding the availability of information and any third party participants and materials. If Hanover anticipates that it will not be able to provide the Research Services on the agreed upon schedule, Hanover shall keep Client regularly informed of the status of the Research Services and any substantial delay in delivery or any proposed revised schedule of delivery. Hanover will not be responsible for any delay in timelines due to (i) Client’s modification of a project’s goals or proposed Deliverables, (ii) Client’s delay in providing relevant materials or responses or (iii) in the provision of any third party materials with respect to the Research Services. Research Services may include, but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). Deliverables will be provided in PowerPoint, PDF, Word, Excel, or Tableau formats. Client also has full access to phone based consultations with a Hanover account team member. Client agrees to designate a primary point of contact who will, to the best of his/her ability, conduct periodic calls with the assigned Hanover account team member to review performance against our shared objectives, prioritize projects within the queue, and discuss current and

future projects. The Research Services may include Client's access to Hanover's research library (the "Research Library") on the Client Portal (as defined below). The Research Library uses Hanover's extensive research capabilities to provide an archive of redacted and/or anonymized reports to supplement the research commissioned by Client as well to assist in idea generation for new research. If Client's partnership with Hanover includes access to the Research Library, then Client understands and agrees that any reports provided by Hanover to Client under the Agreement or these Terms may be used by Hanover for distribution through the Research Library, so long as Hanover appropriately deidentifies and/or anonymizes any Confidential Information of Client.

III. Client Portal

The Research Services may also include Client's access to Hanover's client portal (the "Client Portal"). Apart from the Deliverables under the Terms (as defined below), any such use of the Client Portal by Client or its representatives is governed by the Client Portal [Terms of Use](#) and Hanover's [privacy policy](#), which may be updated from time to time.

IV. Intellectual Property Rights

Hanover acknowledges and agrees that Client owns the deliverables provided to Client as part of the Research Services under these Terms (the "Deliverables"), except as may otherwise be set forth in this Section 4. Hanover Deliverables may consist of publications, surveys, data, reports, and other Hanover information and services that are custom commissioned by and for Client. In order for Hanover to provide to Client certain syndicated products, materials and information ("Syndicated Materials"), Hanover retains a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the data or information created or developed by Hanover in the service of the Agreement or these Terms, so long as Hanover does not repurpose or use any Confidential Information of Client. Client acknowledges and agrees that Hanover owns all intellectual property rights in the methodologies, processes or trade secrets used by Hanover to create the Deliverables and Research Services ("Hanover IP"). Hanover grants Client a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover IP for its internal business purposes solely to the extent contained within the Deliverables. Client may not modify, reverse engineer or use the Hanover IP in any way to provide services that would be in competition with the Research Services. Deliverables may also contain third party data or materials, which Hanover may not convey ownership of to Client, but rather a license. Hanover or its third party provider may transfer or sublicense to Client usage rights, subject to any restrictions conveyed by Hanover or such third party provider to Client, and Client agrees to comply with any such restrictions. Client also acknowledges and agrees that it will not own any publicly sourced information contained within the Deliverables, but that it may use such information in accordance with applicable law, including fair use under Section 107 of the Copyright Act. Client may distribute the Deliverables on an ad-hoc basis, including but not limited to any form of online distribution, so long as it is in compliance with these Terms and the Agreement and so long as such Deliverables are unmodified and attributed to Hanover. Client may not modify any of the disclaimer language included in any Deliverables, and Client agrees not to resell the Deliverables in any way. If Client's partnership with Hanover includes Syndicated Materials provided by Hanover (including any Syndicated Materials on the Client Portal), Client agrees that it will not distribute the Syndicated Materials and that such Syndicated Materials are for its internal use only. Syndicated Materials may not be published or reproduced without Hanover's prior written consent.

V. Service Fees, Invoicing, & Additional Services

The fee payable by Client for the Term is set forth in the Client Services Agreement (the “Service Fee”). Client agrees to pay the Service Fee in accordance with the below invoicing schedule and net 30 days from receipt of an accurate invoice. Failure to pay promptly may result in project postponement. Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above (“Additional Services”). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. In the event such incidental costs are required to complete a project for Client, Hanover will discuss the details with Client and obtain written approval prior to engaging in those Additional Services. Client agrees to pay for all such Additional Services to either Hanover or directly to such third party vendor if requested. If Additional Services are estimated to cost more than \$5,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) pre-pay to Hanover the estimated costs for the Additional Services prior to the project kick-off.

VI. Warranties; Liabilities

Hanover hereby warrants that the Research Services shall be performed in a competent and professional manner in accordance with industry standards by qualified personnel. Hanover agrees to indemnify and hold Client harmless against any and all claims that the Deliverables infringe the intellectual property right of a third party, provided that the relevant claim: (i) does not arise from any modification of the Deliverable, (ii) does not arise from the combination of the Deliverable with any other information, services, products or technology not supplied by Hanover, (iii) if the relevant claim is based on the content or materials contained in the Deliverables that are provided by a third party, then only to the extent that such third party has agreed to indemnify Hanover and its licensees. Client must provide prompt notice of such claim to Hanover. Client agrees to indemnify and hold Hanover harmless against any and all claims that any materials provided by Client infringe the intellectual property or privacy rights of a third party, provided that Hanover provides prompt notice of such claim to Client. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, THE RESEARCH SERVICES ARE PROVIDED ON AN “AS IS” BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, HANOVER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA PROVIDED AS PART OF THE RESEARCH SERVICES. CLIENT’S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF PERFORMANCE UNDER THE AGREEMENT OR THESE TERMS SHALL BE, AT HANOVER’S OPTION EITHER: (1) RE-PERFORMANCE OF THE DEFECTIVE RESEARCH SERVICES OR (2) A REFUND OF MONIES PAID FOR THE DEFECTIVE RESEARCH SERVICES. CLIENT AND HANOVER BOTH AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL OR INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES UNDER THE AGREEMENT OR THESE TERMS. CLIENT AND HANOVER ALSO AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN ANY EVENT FOR AN AMOUNT GREATER THAN THE CURRENT YEAR’S SERVICE FEE UNDER THE AGREEMENT OR THESE TERMS.

VII. Confidentiality & Non-Disclosure

The parties acknowledge and agree that as part of the Agreement, certain Confidential Information of the parties will be exchanged. “Confidential Information” means, with respect to the disclosing party, any non-public, commercially proprietary or sensitive information or materials of that party, including any proprietary intellectual property of that party. Confidential Information shall not include information which (i) is already in the public domain at the time of disclosure or becomes so at any time thereafter through no act of the receiving party, (ii) is already lawfully in the receiving party’s possession at the time of disclosure, (iii) is received independently by the receiving party from a third party free to make such disclosure, or (iv) is independently developed by the receiving party. Each party under the Agreement shall hold the Confidential Information of the other party in strict confidence using at least the same degree of care as the receiving party uses to protect its own Confidential Information. If Hanover has access to student records in connection with the Research Services, Hanover agrees to comply with the Family Educational Rights and Privacy Act of 1974 (“FERPA”), and all requirements imposed by FERPA or pursuant to regulation of the Department of Education with respect to the privacy of student information. The provisions of FERPA include, but are not limited to, ensuring that: (i) no identification of students or their parent/guardians by persons other than representatives of Hanover is permitted; (ii) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (iii) no access to individual student data shall be granted by Hanover to any other person, persons, agency or organization without the written consent of Client, except for sharing with other representatives of either Client or Hanover so long as those persons have a legitimate interest in the information. Hanover recognizes and agrees that such access will be extended by Client in reliance on representations made in this assurance, and that Client shall have a right of revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by Hanover. Upon written request by the disclosing party, the receiving party shall return or destroy, at the disclosing party’s option, all tangible materials that disclose or embody the Confidential Information; provided, however, that the receiving party may retain one copy of the disclosing party’s Confidential Information for archival purposes. Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, including any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving party makes reasonable efforts to promptly notify the disclosing party in writing of such demand so that the disclosing party may seek, at its sole expense, to make such disclosure subject to a protective order or other appropriate remedy to preserve its confidentiality.

VIII. Records & Audit

Hanover will maintain complete records of its operations and its arrangements with any subcontractors for Additional Services, and will provide such records to Client upon reasonable request for audit and review in accordance with applicable law.

IX. Governing Law

The Agreement and these Terms shall be governed by the laws of the State of Delaware.

X. Confirmation

Each person executing these Terms represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver these Client Services Terms and Conditions. Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover or Client’s assets as a successor to the business.

Contact Us

Hanover Research info@hanoverresearch.com **Effective Date: March 24, 2017**

Visit one of Hanover's COVID-19 Resource Centers for clear, actionable information to help you design your response to the pandemic

CORPORATE

HIGHER EDUCATION

K-12 EDUCATION