

DIRECTORY PROJECT SPECIFICATIONS

CLIENT INFORMATION:

Client Name/Location:	<u>Bedford High School Alumni Association, Temperance, MI</u>
Estimated Quantity of Alumni (1947 to present):	<u>20,000</u>
Contact Name/Title:	<u>Michelle Rudolph, President</u>
Contact Telephone Number and Email Address:	<u>567-277-6796; majestikbutterfly@gmail.com</u>

**2016 EDITION DIRECTORY SPECIFICATIONS FOR
 BEDFORD HIGH SCHOOL**

Standard Directory Features	Description
Directory Editions (2)	6" x 9" book in 2 editions (Regular/Deluxe). Cover design in 2 colors, using high school's colors. Deluxe endsheet (inside cover) option of standard stock colored paper or a printed seal, logo, or line drawing (one color). Client will receive 15 complimentary copies.
Editorial Section	A feature section designed by Company's graphic design team using materials provided by Client. Client provides content for up to 10 pages which may include institution's history or other facts about Client. Additionally, Company will design the following supplementary pages: title page, copyright page, table of contents, and user guide page.
Photographs	Up to 15 photographs (black and white) may be included in the Editorial Section.
Biographical Section	Updated information obtained through Company research. Biographical listing of alumni includes as much of the following information as is provided to Company: current name (last, first, middle initial) and cross-reference to name as student; class year; up to 2 post-secondary degrees/certificates earned and institution names; current job title, employer name, city, state and telephone number; residence address and telephone number; first names of spouse (italics) and children; and 1 email address.
Class Year Section	Alumni whose names were provided by Client listed under class year headings. Address unconfirmed (lost) alumni and those for whom status is unknown (could not be located or reported deceased) will be denoted as "Address Unknown." Alumni verified by Client as deceased will be denoted as "Deceased."
Geographical Section	List of alumni with updated addresses listed alphabetically under state headings, with city subheadings, or under country headings (if outside the United States).
CD-ROM Version of Directory	Company shall develop, produce and offer an electronic CD-ROM (PC/Mac compatible) version of the Directory, and shall provide Client with 5 complimentary copies. Client may provide audio and/or video for the development of the CD-ROM in accordance with Company's specifications at no cost to Company. At Company's discretion, an Alternate CD-ROM product (contents as determined by Company) may be produced as an additional offering at a lower product purchase price. Examples of such Alternate CD-ROM product may include, but are not limited to offering a reunion CD-ROM.
Drop-In Card in Each Print Directory	Card supplied by Client, dimensions not to exceed 5½" x 8½", inserted by Company.

PROJECT TIMELINE:

Phase/Event	Description	Timeframe
Initial Data Gathering: (Client sends data to Company)	Initial data and other information (see Terms and Conditions) provided by Client (to Company Project Manager) to build the Project database.	Within 90 days of signing Agreement.
Initial Database Build: (Company processes data)	Company processes and reviews all data received; builds the database of alumni; sends file to its research vendors for updating residence addresses, telephone numbers, and email addresses.	Up to 12 weeks after all data has been received from Client.
Editorial Preparation: (Client sends Editorial materials)	Text and photographs provided to Company for typesetting, scanning and layout.	Due no later than start of phoning phase.
Data Verification & Update: (Company verifies and updates data via telephone and online)	This phase includes mailings, and online and telephone verification of updated biographical listing information. Telephone calls to alumni will include an introduction stating that Company is calling on behalf of Client in connection with the Directory Project.	Up to 16 weeks from completion of Initial Database Build.
Preparation for Publication: (Company prepares for publication)	The updated data is reviewed, standardized and finalized for inclusion in and release of the Directory. Final review of Editorial Section by Client.	Up to 12 weeks from completion of Data Verification & Update.
Directory Release:	Company distributes Directories to those who have placed orders.	At conclusion of Preparation for Publication.

PROJECT TIMELINE (Continued):

Phase/Event	Description	Timeframe
Final Data Report:	Company will provide Client with an Excel file containing the final updated data. Client hereby acknowledges and agrees that Company will be allowed to use the final database from this Project in the event that Client or an affiliated or related entity of Client (e.g., Foundation, Successor School, Alumni Association) signs a contract to do the next directory program for Bedford High School with Company.	Promptly following Directory Release.

SUBSIDY PAYMENT DUE COMPANY:

Subsidy Payment Due Company – Client agrees to pay Company the sum of \$4,000.00 for costs associated with producing the alumni Directory. Upon execution of this Agreement, Company shall invoice Client in the amount of 50% of the subsidy due. This invoice shall be due within 10 days of the receipt of invoice to avoid a delay in the Project schedule. At the conclusion of the Data Update and Verification phase of the Project, a final invoice will be submitted to Client, payable 30 days from receipt of invoice.

AGREEMENT ACCEPTANCE:

The authorized signatories below, on behalf of their respective organizations, agree to the terms outlined by these Directory Project Specifications and accept the Terms and Conditions attached. Client may contact Company to request a hard copy version of the Directory Project Terms and Conditions if Client is unable to access the link referenced above. If not executed on or before November 30, 2015, this offer and its terms will expire. This deadline may, however, be extended upon the mutual consent of the parties.

The signature on this Agreement of any authorized party that is faxed or scanned and emailed to the other party shall be deemed an original signature for the purpose of enforcement of this Agreement, provided that all pages and counterparts are included with the transmittal of this Agreement.

[Client]	Bedford High School Alumni Association	[Company]	Harris Connect, LLC
Authorized Signature:	_____	Authorized Signature:	_____
Name (Print):	_____	Name/Title:	_____
Title:	_____		_____
Date:	_____	Date:	_____
Mailing Address:	_____	Mailing Address:	1400 Crossways Boulevard, Suite 101 Chesapeake, VA 23320
Fax:	_____	Fax:	(888) 248-2820
Email:	_____	Email:	contracts@harrisconnect.com

REQUIRED INFORMATION (Client must provide the information below for the Accounts Payable or Business Office liaison.)

The following individual has been designated by Client as the primary liaison for any financial obligations to Company described herein, and will be the recipient of any invoices submitted to Client. *Please note that a Purchase Order must accompany this signed Agreement (only if required by Client), or noted accordingly below if **not** required by Client.*

Name/Title: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

Purchase Order #: _____

ADDITIONAL INFORMATION (OPTIONAL)

The following individual has been designated by Client as the primary liaison for the Directory Project described herein. (Please complete if known at time this Agreement is signed.)

Name: _____

Title: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email: _____

Directory Project Terms and Conditions

1. **DESCRIPTION OF PROGRAM.** This Graduate Connection® Alumni Directory Project Agreement (“Agreement”) is entered into as of the date executed by Harris Connect, LLC (“Company”) and the institution or organization identified on the Directory Project Specifications (“Client”), which is authorized to contract for the alumni Directory Project (“Directory Project”). Client, having a pre-existing or current relationship with the former students (herein after referred to as “alumni”), authorizes Company to act on its behalf in contacting the alumni for the purposes defined herein.
2. **COMPANY’S OBLIGATIONS.** Company will (i.) build a database from the Initial Data provided by Client (utilizing an archived database from Client’s previous directory project with Company, if applicable) and process it through third party research services to locate alumni; (ii.) contact alumni (via postal mail, email and/or telephone) to encourage them to update or verify their biographical information; (iii.) publicize and promote the Directory Project in an appropriate and ethical manner; (iv.) set up a dedicated toll-free telephone number to receive updates and accept alumni Directory (“Directory”) orders; (v.) print and distribute the Directory to those who have placed orders; (vi.) handle all Directory sales, order processing, billing and collections; (vii.) be responsible for all expenses incurred in the performance of the Directory Project, except as stated in paragraph 3 “Client’s Obligations” below; and (viii.) fulfill its other obligations as set forth on the Directory Project Specifications and these Terms and Conditions.
3. **CLIENT’S OBLIGATIONS.** Client will (i.) identify a Directory Project liaison responsible for coordinating the Directory Project with Company in accordance with the Directory Project Timeline; (ii.) provide Initial Data to Company (at a minimum: names, class years and last known addresses of alumni from 1947 to present, with last known telephone numbers included, if available); (iii.) provide any existing database from a previous directory project (if applicable); (iv.) cooperate with Company in publicizing the Directory Project to the local community; (v.) allow Company to identify the Directory Project as being sanctioned by Client; (vi.) provide an applicable logo to serve as artwork on mailings and provide signature of appropriate Client official to enhance postal and/or online mailing campaign materials; (vii.) copyright the Directory in Client’s name (Company will provide a Web site link to the necessary forms); (viii.) be responsible for expenses Client incurs in fulfilling the foregoing obligations; (ix.) refrain from re-selling complimentary or purchased copies of Directory; (x.) pay Company within 30 days of receipt of invoice (subject to late payment fee of 1 ½% per month) for the subsidy amount owed and for any additional services or optional features which Client elects to include in the Directory Project; and (xi.) fulfill its other obligations as set forth on the Directory Project Specifications and these Terms and Conditions.
4. **UNVERIFIED DATA USAGE.** The data updates that Company makes available to Client will include an information source designation. Any updates applied by Company’s contracted research providers that Company did not independently verify during the course of the Directory Project (i.e., the individual did not respond during the Directory Project) will be labeled as unverified. Client agrees that unverified updates will be used solely for Client’s internal purposes and will not be used for any marketing purposes, without first independently verifying the accuracy of the information.
5. **TERM.** The term of this Agreement will commence on the date it is executed by Company and conclude after all services described herein have been completed by Company and any monetary consideration due to Company or Client in accordance with this Agreement has been settled in full.
6. **TERMINATION OF AGREEMENT.** It is mutually understood by the parties that the success of the Directory Project is dependent upon the ability to secure current mailing addresses for alumni. If Client does not provide the complete Initial Data required to commence the Directory Project or if, in the sole determination of Company, it becomes apparent during the database building phase that sufficient current mailing addresses have not been secured, Company reserves the right to terminate this Agreement by providing reasonable written notice to Client. Should such event occur, neither party will retain any outstanding obligation, financial or otherwise, to the other party.
7. **CONFIDENTIALITY.** To ensure the confidentiality of the data on Client’s alumni, Company will (i.) distribute a Directory to only those alumni or their close relations who have placed an order; (ii.) not make the database available to any third parties, except to Company’s third party providers (e.g., research services, printer, etc.) with whom Company has signed confidentiality agreements; and/or to reunion firms which have signed a confidentiality agreement and are authorized to conduct reunions for Client or classes of Client’s institution, or except as required under any law, governmental rule or regulation or court order; (iii.) only provide to its consumer marketing partner(s) the names and contact information of alumni who have expressed interest in products/services, or provide to its service partner(s) confirmation of academic credentials (class year, institution name) for those alumni who have provided express consent for pre-employment or other academic verification purposes; (iv.) assist Client in enforcing the copyright of the Directory by placing decoy listings (if requested by Client) in the Directory; and (v.) maintain and apply a Company “Do Not Call” list (for Company’s privacy policy, please visit the Web site: www.harrisconnect.com). The parties agree that the terms of this Agreement shall remain confidential and shall not be divulged to any third party. Should Client request to review Company’s confidential and proprietary telephone script used in the course of the Directory Project, Client agrees that it will treat such script with the same standards of care that it treats its own confidential information and that it shall not divulge the script to any third party. Notwithstanding the foregoing, Company will be entitled to utilize Client’s name, the cover and/or sample pages of the Editorial Section of the Directory for its promotional purposes (e.g., conference display, marketing brochures, or client lists), and to show the Directory to prospective clients.

Directory Project Terms and Conditions (Continued)

8. **REIMBURSEMENT (TO COMPANY).** In consideration of the services to be performed under this Agreement, and undertaking the majority of the financial risk to perform certain services, Company may receive and retain for its own use, all funds derived from Directory orders. Client agrees to submit payment(s) due Company in accordance with the subsidy terms described on the Directory Project Specifications. The subsidy has been determined based upon the expected quantity of alumni records (from 1946 or later that contain name, class year, street address, city, state, and zip code, with date of birth and telephone number [if available]), specified on the Directory Project Specifications. The subsidy will be subject to recalculation by Company should the actual number of alumni records delivered exceed the expected amount by more than 5%. As further consideration to Company, Client hereby grants Company a right of first refusal to publish the next Directory for the high school(s) named on the Directory Project Specifications, the timing of which will be not less than 4 years or more than 7 years from the release of the Directory. To fund the Directory Project, Company may receive and retain for its own use, consideration derived from consumer marketing or consent-based academic verification service activities. Such consumer marketing or consent-based academic verification service activities undertaken (if any) will be compatible with the Directory Project and will not violate the confidentiality terms outlined in "Confidentiality" above. The sources of said consideration could be, but are not limited to, asking alumni if they are interested in learning about or obtaining other products or services, providing pre-employment or other academic verification services for alumni who provide express consent, or including inserts in Directory shipments or mailings. All potential consumer marketing or service partners will be carefully screened by Company. Client will be advised prior to the commencement of any such consumer marketing activities.
9. **INDEMNIFICATION BY COMPANY.** Company shall defend, indemnify and hold Client harmless from and against any and all third party claims or actions resulting directly from Company's own gross negligence or willful misconduct in the performance of the Directory Project. The parties will cooperate with each other in the response to or defense of such claims or actions. Company will select and retain legal counsel to respond to or defend against such claims or actions and will control the defense, settlement, and any and all related matters. Client may select its own legal counsel at its own expense. If Client hires its own legal counsel, Client will coordinate with Company and its counsel for all matters related to settlement of, response to, or defense of any and all third party claims or actions resulting directly from Company's own gross negligence, error or willful misconduct in the performance of the Directory Project.
10. **INDEMNIFICATION BY CLIENT.** Client shall defend, indemnify and hold Company harmless from and against any and all third party claims or actions alleging trademark or copyright misappropriation or infringement pursuant to the cover or Editorial Section materials Client provides to Company for use in the Directory. Client represents that it retains ownership or documented permission to reproduce all materials (including, but not limited to text, photographs, and artwork), which will be provided to Company for inclusion in the Editorial Section and/or cover of the Directory. The parties will cooperate with each other in the response to or defense of any and all third party claims. Client will select and retain legal counsel to respond to or defend against such claims or actions and will control the defense, settlement, and any and all related matters. Company may select its own legal counsel at its own expense. If Company hires its own legal counsel, Company will coordinate with Client and its counsel for all matters related to settlement of, response to, or defense of any and all third party claims or actions alleging trademark or copyright misappropriation or infringement pursuant to the cover or Editorial Section materials Client provides to Company for use in the Directory.
11. **ASSIGNMENT.** Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party and any purported assignment without such prior written consent shall be null and void from the start; provided, however, that no consent shall be required for assignment by either party, upon written notice to the other, to an affiliated corporation or other entity under common control with such party; or to a party acquiring all or substantially all of such party's assets as part of any sale or transfer of such assets, provided that such entity expressly assumes all of the assigning party's obligations under this Agreement.
12. **GOVERNING LAW.** This Agreement is governed by the laws of the State of New York, irrespective of the forum in which the Agreement or any part of it may come up for construction, interpretation or enforcement.
13. **DISPUTE RESOLUTION.** Any dispute arising under or in connection with this Agreement shall be submitted for resolution by arbitration conducted in a location to be mutually agreed upon by the parties in accordance with then-current rules and procedures of the American Arbitration Association. Judgment upon any award rendered in such arbitration proceeding may be entered in any court of competent jurisdiction, or application may be made to such a court for a confirmation or judicial acceptance of such award, or for an order of enforcement or other legal remedy as the case may be. The fees and expenses of such arbitration, and the fees of the arbitrators, shall be borne equally by the respective parties. Nothing contained herein shall abrogate or limit either party's right to obtain equitable relief in connection with this Agreement in a court of competent jurisdiction.
14. **RELATIONSHIP OF THE PARTIES.** Nothing contained in this Agreement shall be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties.
15. **SEVERABILITY.** In the event that, for any reason whatsoever, any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).
16. **NOTICES.** All notices pursuant to this Agreement must be made in writing and sent via first class mail, facsimile or electronic mail to the individuals named on the Directory Project Specifications. Notices will be effective when received if sent by facsimile or email (if a written confirmation is received by the party sending the notice) or three days after mailing if sent by first class mail.
17. **ENTIRE AGREEMENT.** This Agreement, consisting of the pertinent Directory Project Specifications and these Directory Project Terms and Conditions, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement and may not be changed, modified or discharged, in whole or in part, except by a writing signed by both parties. In the event of inconsistencies between the pertinent Directory Project Specifications and these Directory Project Terms and Conditions, the pertinent Directory Project Specifications shall take precedence.