

ITEMS FOR DISCUSSION AND ACTION STUDENT AFFAIRS, MARKETING, AND ENROLLMENT

June 17, 2021

ACTION: **Approve Customer Relationship Management Software and Implementation Contract for Peru State College**

Board Policy 7015 requires that all contracts in excess of fifty thousand (\$50,000) be approved by the Board. In accordance with this policy, Peru State is requesting approval to enter into a contract for customer relationship management software and implementation in an annual amount not to exceed \$120,000.

The College published a request for proposal on December 22, 2020 to solicit sealed proposals from experienced firms to establish a three (3) year contract with up to two (2) additional one-year terms through competitive negotiation for providing customer relationship management software and implementation.

The contract will run from July 1, 2021 to June 30, 2024 with the option to extend for two (2) additional one-year terms through June 30, 2026.

The System Office and Peru State College recommend approval of the Customer Management Software & Implementation Contract for Peru State College.

ATTACHMENTS:

- PSC Liaison Contract (PDF)
- PSC Addendum - Liaison International LLC (PDF)

PERU STATE COLLEGE

ENROLLMENT MARKETING SUBSCRIPTION & SERVICES AGREEMENT

ENROLLMENT MARKETING SUBSCRIPTION & SERVICES AGREEMENT

Agreement between:

LIAISON INTERNATIONAL LLC (“LIAISON”)
306 Main Street, Poughkeepsie, NY 12601

and

Board of Trustees of the Nebraska State Colleges dba: Peru State College (“PERU”)
P.O. Box 10, Peru, NE 68421-0010

The terms of this Agreement will be applicable only to the Enrollment Marketing Subscription & Services described herein and will in no way alter or affect the terms of any Enrollment Marketing Subscription & Services provided under any other Agreement.

Enrollment Marketing Subscription & Services (the “Campaign”)

PERU wishes to implement the Campaign in order to:

- Communicate with relevancy and targeted messaging
- Promote personal attention in all communications
- Automate and increase the speed of the response process
- Track all activity and interest
- Better qualify all prospective students who respond, from the first touch
- Differentiate PERU’s message and brand

Key Static Elements

The success or failure of PERU's Campaign is determined in large part by PERU's data. LIAISON works to leverage PERU's data to make PERU's Campaign as dynamic and relevant as possible. In order to ensure that all programming and creative elements will fit together, it is important that LIAISON receive sample data early.

Below is a listing of the static elements that LIAISON will use to make the Campaign a success.

Graphics

- Graphics Standards
- Graphics elements from current marketing materials
- High resolution logos (vector files preferred)
- PMS color IDs for marketing

Photography

- Photography used in current marketing efforts

Copy

- House Style (if applicable)
- Tag lines from current marketing materials
- Detailed copy points for each copy message

Data

- Clean database for program launch

Campaign Development and Deliverables

Phase One: *Consult, Digital Design Mock-up and Asset Collection*

Objective: Consult with PERU on the Campaign and the program elements. Collect initial assets. Create design comp for approval.

LIAISON's Responsibilities

- A. Program schedule
- B. Initial consulting meeting—present best practices for Campaign
- C. Design Mock-up —sample of design direction with initial assets
- D. Variable element list—list of all variable assets (photos, copy blocks, etc.)
- E. Visual asset list—representation of all variable design assets (photos, colors, etc.)

PERU's Responsibilities

- A. Attendance of key personnel at initial consulting meeting
 - B. Return of requested information—offer definition, asset definition, etc. (especially campaign assets outlined in key variable and static elements)
 - C. Approval of design mock-up
 - D. Approval of variable element list
 - E. Approval of visual asset list
-

Phase Two: *Print / Digital Design Mock-Ups and Asset Collection*

Objective: Design and write / edit copy for any print and digital collateral.

LIAISON's Responsibilities

- A. PDF and/or hard copy proofs of mailers, all emails, and microsite layouts
- B. Final visual asset list—includes all images to size used for production
- C. Deck of copy for included media (mailers, emails, microsite, etc.)

PERU's Responsibilities

- A. Approval of layouts
 - B. Approval of visual asset list
 - C. Approval of copy deck
-

Phase Three: *Programming and Composition*

Objective: Finalize all materials. *After approval, any subsequent changes will be invoiced for time and materials.*

LIAISON's Responsibilities

- A. Variable proofs of all media
- B. Live demonstrations of any micro-sites, emails, and data automation
- C. Campaign optimization for functionality and tracking

- D. LIAISON EMP access (subject to EMP subscription level)

PERU's Responsibilities

- A. Final, clean database with all records present
 - B. Approval of variable proofs
 - C. Approval of any live Personalized Microsite (PURLs) and emails
 - D. Approval of all functionality
 - E. Final overall campaign approval before production and launch
-

Phase Four: *Digital Production and Mailing*

Objective: Produce any variable-data media and micro-sites.

LIAISON's Responsibilities

- A. Program launch and management (e.g. mail drop, email blasts, micro-site activation)
 - B. Real-time results tracking with LIAISON's EMP (Enrollment Marketing Platform)
 - C. Email triggers
-

Phase Five: *Post Program Launch Analysis, Evaluation, and Optimization*

Objective: Review metrics and provide recommendations.

LIAISON's Responsibilities

- A. Ongoing access to LIAISON's EMP data system (subject to EMP subscription level)
- B. Post-Launch consultation meeting for campaign optimization

PERU's Responsibilities

- A. Report of initial program results
 - B. Attendance at post-launch consultation meeting
-

Post-Launch EMP Access:

EMP User Credentials:

Once PERU's program has launched PERU will receive login credentials and instructions to access the **EMP (Enrollment Marketing Platform)**, subject to PERU's EMP subscription level. Subscriptions with Full Access to the portal will provide PERU with complete aggregate data broken down by overall response, response to individual questions, daily leads, demographics and link clicks. This data will provide PERU not only with a snapshot of PERU's program response rates, but also with the ability to review response trends.

Although PERU ultimately have control over how PERU's program runs, LIAISON's professionals will review the aggregate data to provide suggestions for ongoing campaign management.

Campaign Management Summary

LIAISON's Responsibilities

LIAISON agrees to provide reasonable access to personnel during development of the marketing strategy and implementation of the program. In summary, LIAISON will be responsible for the following:

- A. Managing the schedule and deliverables
- B. Managing schedules based on project plans
- C. Managing Best Practices for all deliverables
- D. Regular communication with full project team
- E. Execution of the Campaign
- F. Landing page and microsite hosting (if included)
- G. Response tracking and analysis

PERU's Responsibilities

PERU agrees to provide reasonable access to personnel during development of the marketing strategy and implementation of the program. In summary, PERU will be responsible for the following:

- A. Timely delivery of design elements for all assets*
- B. Timely delivery of clean student data*
- C. Timely approval on all deliverables*
- D. Attendance at campaign meetings
- E. Communication of program results not captured by campaign metrics
- F. Definition of offer to foster response yield (i.e. reason/offer to drive conversion)

** After approval, any subsequent changes will be invoiced at time and materials rates.*

Liaison Browser Requirements, Data Storage, Security, and Email Management

LIAISON strives to meet and exceed industry standard best practices regarding browser requirements, data storage, software programming, and email management. Data is central to LIAISON's business, and LIAISON recognize the importance of maintaining its integrity to LIAISON's clients.

Browser Requirements

For the backend LIAISON EMP (Enrollment Marketing Platform) system LIAISON supports the current and the immediately previous major releases of Google Chrome, Firefox, Internet Explorer, and Safari on a rolling basis. Each time a new version is released, LIAISON begins supporting that version and stop supporting the third most recent version.

LIAISON is committed to developing web applications that go beyond the limits of traditional software. LIAISON's engineering teams make use of new capabilities available in modern, up-to-date browsers. That's why LIAISON made the decision to support only modern browsers, which also provide improved security and performance.

LIAISON does make its best effort to have student facing webpages support older browsers, but will not do so at the expense of the user experience.

LIAISON EMP (Enrollment Marketing Platform) System Back Ups

The LIAISON EMP system has an automated full backup run every night. LIAISON stores this backup for 14 days, after which point the backup is permanently discarded. If any event occurs that necessitates a partial or full restore of any EMP data, a request must be made to LIAISON within this 14-day window or there is risk of losing the data. If a data restore is to be made, LIAISON will save the required data for the restore and provide a time and cost estimate. All data restoration work is billed at \$350 per hour.

FTP Server

LIAISON will provide one FTP site for the use of transferring assets (photos, design files, pdfs, etc.). Although the FTP site could also be used for transferring student data, this is not endorsed due to security concerns. LIAISON clients generally establish their own SFTP (Secure FTP) sites, but LIAISON can provide a dedicated SFTP site for transferring student data at an additional monthly charge.

Web Services Security

LIAISON web applications are hosted in a highly scalable cloud computing platform with high availability and reliability and include the following features:

Reliability

- Fully replicated databases for seamless switchover in case of failure
- Automatic scaling of web servers and services during periods of high demand
- Cloud based servers enable rapid recovery in case of failure
- Server Security
- Latest enterprise Linux operating system builds
- Latest server and database software builds and patches
- Industry standard firewalls

Software Security

- Reduced risk of SQL injection, cross-site scripting (XSS), server-side and client-side HTTP attacks, remote file include hacks, and additional threats
- End to end encryption of all personal data
- Constant monitoring of all services and systems

Emailing Service

- Enterprise-level, market-leading email gateway software (SMTP server)
- Latest authentication specifications (SenderID, SPF, Domain Keys, DKIM)
- All outbound email deliveries comply with policies for sender authentication
- Delivery policy management (simultaneous connections, delivery throttling, retry and bounce period, invalid address and opt-out management) to ensure server reputation.
- Real-time reputation monitoring
- Delivery reporting

Schedule

After LIAISON receives a copy of this signed Agreement, LIAISON will develop a program schedule for both LIAISON and PERU. Once the schedule has been approved by both LIAISON and PERU, both parties agree to use best efforts to meet all of their respective deadlines. Adhering to the program schedule is of paramount importance to ensure that Campaign launches on time.

In the event that PERU STATE COLLEGE misses a deadline, LIAISON may move program launch dates back one business day for each business day PERU is late.

Subscription & Services

EMP Prospect

EMP Prospect delivers a complete communications platform directly integrated together with a learning CRM solution that will transform the effectiveness and efficiency of PERU's admissions office profoundly.

Data-Driven Personalization

The most successful admissions marketing campaigns involve highly sophisticated interactions across multiple channels driven by data from multiple data sources tied to precise audience segments. EMP gives PERU all the tools PERU need to deliver just the right message on just the right channel at just the right moment in email, text, web and print.

Marketing Automation

Use a single platform to manage and automate PERU's marketing campaigns, reduce PERU's dependence on IT and design teams, and get more analytical insight from PERU's marketing and lead generation efforts, and showcase their effectiveness and value.

Cross-Channel Campaign Management

Create, test, schedule, automate, and measure all PERU's cross-media campaigns - email, text, web, and even personalized print. Create, edit, and deploy PERU's personalized, multi-page online landing pages in minutes. Set up auto-responders and build forms on the fly.

CRM & Analytics

A 360-degree view of all key information about PERU's prospects is essential, from interaction history to parent detailed information. All that information is displayed in a user-friendly system that allows PERU's reps to maximize their time. Real-time actionable analytics enable PERU to qualify and spotlight PERU's leads, and give attention where attention is needed most. With EMP Prospect, PERU can be everywhere at once, 24 hours a day, with the perfectly customized marketing plan that engages students on their level.

Personalized Microsite (PURL) / Online Viewbook

A completely branded and personalized, on-demand URL that is launched upon form submission or accessed via a link that is emailed or sent to students in print materials. PURL pages may be updated to reflect any stage of a prospective student. Dynamic form-fills and variable online viewbooks display major information, sport, club, activity, financial aid, and other information; variable video, trackable links, and trackable social media embedded on home pages. All content is easily managed within the EMP platform. Email opens and microsite interactions also are tracked and ranked in the EMP.

Event Module

All events are managed using the Event Module - a dynamic event portal that can manage all types of events, on or off campus, large paid events, single visits, even online events. Events are easily managed within the EMP platform, and registration fees or other associated costs can be collected with EMP PayPal or Authorize.Net payment integration.

Agreement Length

Three Year Agreement

This is a 3-year Agreement with two 1-year options to extend.

Subscription, Service, and Campaign Management costs will be billed per “Payment Terms” on page 16 in the Agreement. See the ‘*Annual Enrollment Marketing Pricing Summary*’ in the pricing section for a complete description of what is included in the annual payment of \$68,950.

Any per record charges shall remain the same throughout the Agreement term. Any variable cost estimates provided below are estimates only, based upon the estimated quantities provided, and are offered for budgeting purposes.

See an Estimated Variable Cost breakdown by Campaign in the ‘*Annual Enrollment Marketing Pricing Summary*’ for quantity and cost assumptions. Actual variable costs will be determined based upon the actual number of records produced and the established per record pricing.

Agreement Years:	Year 1:	July 1, 2021 – June 30, 2022
	Year 2:	July 1, 2022 – June 30, 2023
	Year 3:	July 1, 2023 – June 30, 2024

Options to Extend:	Year (4):	July 1, 2024 – June 30, 2025
	Year (5):	July 1, 2025 – June 30, 2026

Termination

This Agreement may be canceled by either party upon thirty (30) days’ written notice before the commencement of the next Agreement Year. Additionally, this Agreement may be cancelled by PERU upon seven (7) days written notice due to circumstances beyond PERU’s control, such as public health or safety concerns or other extenuating circumstances. In the event of termination by PERU during an Agreement Year, no pro-rata refund will be provided. Additionally, PERU will owe LIAISON a termination fee of \$7,320.00 for termination after Year 2 and \$12,260.00 for termination after Year 1.

Pricing and Costs

This Agreement includes cross-media fulfillment and communications for specific segments of **PERU**. LIAISON is offering the combination of fixed pricing and price per piece for this communication plan as follows:

Annual Enrollment Marketing Pricing Summary for PERU

Annual Contracted Software, Services and Campaign Management	3-Year Pricing																										
Fixed Annual Payment	\$76,450.00																										
Discounts:																											
Multi-Year Agreement	-\$4,000.00																										
Visit Postcard Bundle Set-Up/Re-fresh	-\$2,000.00																										
Complimentary Spam Checker	-\$1,500.00																										
Fixed Annual Payment After Discount	\$68,950.00																										
<p>Fixed Payment Includes:</p> <p>Subscription Components EMP Prospect (Marketing Platform + CRM; Client Full Access) Add Event Module Unlimited SPAM Checker</p> <p>Set-Up/Service & Deliverables</p> <table border="0"> <thead> <tr> <th></th> <th>Hours Year 1</th> <th>Hours Per Year (after Yr 1)</th> </tr> </thead> <tbody> <tr> <td>Refreshing PURL pages in first year; maintenance</td> <td>45</td> <td>30</td> </tr> </tbody> </table> <p>Search/Lead Generation Campaign</p> <p>Letter - 8.5x14 Folded in 6x9 2-Color Window Envelope <i>Search Letter (relaunch)</i></p> <p>Design, copywriting and programming for the following campaign components <i>(all include complimentary email set-up for up to 10 unique emails; digital included if noted)</i></p> <p>Inquiry Response/Nurture</p> <table border="0"> <tbody> <tr> <td>Brochure - Paper Max: 11x17; Finished size varies (100# text; Glassine)</td> <td><i>MyBrochure (refreshed)</i></td> </tr> <tr> <td>Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)</td> <td><i>Underclass Response (relaunch)</i></td> </tr> <tr> <td>Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)</td> <td><i>Requalification (relaunch)</i></td> </tr> <tr> <td>Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)</td> <td><i>Parent Nurture (relaunch)</i></td> </tr> </tbody> </table> <p>Visit/Event Promotion</p> <table border="0"> <tbody> <tr> <td>Oversized Postcard (5x14 or 7x12, bulk)</td> <td><i>Visit Event 1 (refreshed)</i></td> </tr> <tr> <td>Oversized Postcard (5x14 or 7x12, bulk)</td> <td><i>Visit Event 2 (refreshed)</i></td> </tr> <tr> <td>Oversized Postcard (5x14 or 7x12, bulk)</td> <td><i>Visit Event 3 (refreshed)</i></td> </tr> <tr> <td>Oversized Postcard (5x14 or 7x12, bulk)</td> <td><i>Visit Event 4 (refreshed)</i></td> </tr> </tbody> </table> <p>Drive to Apply</p> <table border="0"> <tbody> <tr> <td>Oversized Postcard (5x14 or 7x12, bulk)</td> <td><i>Drive to Apply (refreshed)</i></td> </tr> </tbody> </table> <p>Accepted Student Nurture/Yield</p> <table border="0"> <tbody> <tr> <td>Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)</td> <td><i>Yield Postcard (refreshed)</i></td> </tr> </tbody> </table> <p>Marketing Platform</p> <ul style="list-style-type: none"> o Student personalized microsites/URLs to follow student from inquiry to enrollment o Hosting o Branded, trackable form fills o Enrollment tracking portal <p>Full CRM Functions</p> <ul style="list-style-type: none"> o Reporting o Behavioral Analytics o Student Checklists o Workflow Management o Goal Tracking <p>• Event Management Module</p> <p>Set-up, service, support and training</p> <p><i>Additional hours billed at \$250/hour.</i> <i>Clients with software access receive up to 8 hours of complimentary training in first year.</i> <i>Subscription Limits (Annually): 2 Million Emails; 3000 Text Messages; 2000 Voice Messages.</i> <i>Additional emails billed at \$.01 each; pricing for text and voice available upon request.</i></p>			Hours Year 1	Hours Per Year (after Yr 1)	Refreshing PURL pages in first year; maintenance	45	30	Brochure - Paper Max: 11x17; Finished size varies (100# text; Glassine)	<i>MyBrochure (refreshed)</i>	Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)	<i>Underclass Response (relaunch)</i>	Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)	<i>Requalification (relaunch)</i>	Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)	<i>Parent Nurture (relaunch)</i>	Oversized Postcard (5x14 or 7x12, bulk)	<i>Visit Event 1 (refreshed)</i>	Oversized Postcard (5x14 or 7x12, bulk)	<i>Visit Event 2 (refreshed)</i>	Oversized Postcard (5x14 or 7x12, bulk)	<i>Visit Event 3 (refreshed)</i>	Oversized Postcard (5x14 or 7x12, bulk)	<i>Visit Event 4 (refreshed)</i>	Oversized Postcard (5x14 or 7x12, bulk)	<i>Drive to Apply (refreshed)</i>	Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)	<i>Yield Postcard (refreshed)</i>
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Campaign Production & Printing**		Price Per Record	Est. Quantity	Estimated Total
Campaigns (All include emails sent to relevant students; digital included if noted)				
<u>Search/Lead Generation</u>				
Letter - 8.5x14 Folded in 6x9 2-Color Window Envelope	<i>Search Letter (relaunch)</i>	\$0.75	15,000	\$11,250.00
<u>Inquiry Response/Nurture</u>				
Brochure - Paper Max: 11x17; Finished size varies (100W text; Glassine)	<i>Mybrochure (refreshed)</i>	\$2.35	2,000	\$4,700.00
Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)	<i>Underclass Response (relaunch)</i>	\$0.60	1,500	\$900.00
Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)	<i>Requalification (relaunch)</i>	\$0.60	500	\$300.00
Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)	<i>Parent Nurture (relaunch)</i>	\$0.60	2,000	\$1,200.00
<u>Visit/Event Promotion</u>				
Oversized Postcard (5x14 or 7x12, bulk)	<i>Visit Event 1 (refreshed)</i>	\$0.49	1,500	\$735.00
Oversized Postcard (5x14 or 7x12, bulk)	<i>Visit Event 2 (refreshed)</i>	\$0.49	1,500	\$735.00
Oversized Postcard (5x14 or 7x12, bulk)	<i>Visit Event 3 (refreshed)</i>	\$0.49	1,000	\$490.00
Oversized Postcard (5x14 or 7x12, bulk)	<i>Visit Event 4 (refreshed)</i>	\$0.49	1,000	\$490.00
<u>Drive to Apply</u>				
Oversized Postcard (5x14 or 7x12, bulk)	<i>Drive to Apply (refreshed)</i>	\$0.49	3,600	\$1,764.00
<u>Accepted Student Nurture/Yield</u>				
Oversized Postcard On-Demand (5x14 or 7x12) (Limited Variable)	<i>Yield Postcard (refreshed)</i>	\$0.60	500	\$300.00
**Campaign production and printing cost is variable and billed monthly, based on actual quantity printed. Postage not included in pricing; billed as accrued.				
Annual Campaign Services (Estimated Variable Cost)				\$ 22,864.00
Total Estimated Annual Payment (Fixed and Variable)				\$ 91,814.00

The Agreement is not to exceed \$120,000 per fiscal year in Fixed Fiscal Annual Payment and Annual Campaign Services.



Description of Services

Years 1-5 Include

EMP Subscription

Includes EMP subscription for 1 URL/Dept. for the specific EMP subscription purchased.

Subscription includes Tech Support as follows:

- Email and Phone support
- Response time within 2 business days depending on severity. See LIAISON Support Policy for details.

EMP Configuration & Annual Services

Consulting

- Annual Review Meeting
- Review Meetings & Other Consulting as Needed

Content

- Editing of Assets
- PURL page edits (Copy writing/editing, Design of Banners and Colors, Setup)
- Forms edits (Inquiry & Application Forms, Design of Banners, Copywriting, Setup)
- Rep Changes
- EMP Data Field changes
- SEM forms edits (Design of Banners, Copy writing)
- Checklists edits
- Sources edits
- Triggered to-dos edits
- Imports (initial loading of student data)
- Event edits (if applicable - Copy, Designs for SEM Banners, Setup)
- Other EMP Content as Needed

All of the above is limited to the number of hours indicated on the pricing page. After services are completed, unused hours can be used at PERU's discretion.

Does NOT include Campaign Management - see next page

Year 1 Includes	Years 2-5 Include
<p>Campaign Management - Outreach and On-Demand Campaign Set Up</p> <p>For each contracted Campaign:</p> <ul style="list-style-type: none"> • Copy writing/editing for print piece and associated e-mails • Design for print piece and associated e-mails • Proofs for same up to a limit of 3 • Final review and approval of print and e-mails • Building groups to match campaign parameters • Adding campaigns to EMP and launching <p>Important Note - Once a campaign is launched, PERU may request reasonable changes to the campaign set up within 15 days after launch. After this initial 15-day period, any changes to campaign design and/or copy will incur additional charges. Changes that add to the cost will need to be in writing as agreement amendments.</p>	<p>Campaign Management - Outreach and On-Demand Campaign Maintenance</p> <p>For each contracted Campaign:</p> <ul style="list-style-type: none"> • Rolling over all outreach to new recruitment year on desired date • Re-building groups to match campaign parameters • Launching within EMP for new recruitment year • Date changes on campaign elements (example: changing dates on Visit Campaigns to match event dates for new year) • Rep changes within existing program logic <p>Important Note - Does NOT include changes to design and copy. Any changes to campaign design and/or copy not listed above will incur additional charges. Changes that add to the cost will need to be in writing as agreement amendments.</p>

Payment Terms

Payment terms for EMP Software, Services, and Campaign Management Costs are as follows:

- Payment for year 1 in the amount of \$68,950 is as follows:
 - \$34,475 (50%) will be billed on or before June 18, 2021 and is payable per Nebraska Prompt Payment Act.
 - \$34,475 (50%) will be billed on or before July 15, 2021 and is payable per Nebraska Prompt Payment Act.

- Payment for years 2 and 3 (4 & 5 if extended) in the amount of \$68,950 is as follows:
 - \$34,475 (50%) will be billed on or before June 18th and is payable per Nebraska Prompt Payment Act.
 - \$34,475 (50%) will be billed on or before July 15th and is payable per Nebraska Prompt Payment Act.

- Variable Costs for Monthly Fulfillment Items (e.g., Monthly Postcards): To be billed monthly and paid per Nebraska Prompt Payment Act.
- All other items (example: Changes to Program) to be billed monthly and paid per Nebraska Prompt Payment Act.
- Postage to be billed monthly and paid per Nebraska Prompt Payment Act for Monthly Fulfillment Items.
- Delayed payment may delay other aspects of the campaign, including timely materials, which may hinder the success of the overall campaign. LIAISON reserves the right to suspend program element(s) for undisputed payments not paid in accordance with the Nebraska Prompt Payment Act. LIAISON will not be responsible for any delays caused by failure to make timely payments, nor for any damages caused by the suspension of program elements due to failure to make timely payments.

Terms of Service

The following terms of service are agreed upon between **PERU** and LIAISON for the deliverables outlined in this Agreement.

LIAISON represents and warrants that, to the best of its knowledge, the concepts, ideas and deliverables do not infringe upon any copyright, patent or proprietary right of others and LIAISON will indemnify and hold **PERU** harmless from any damage or loss arising from or relating to any breach of this warranty.

All data provided by PERU or on PERU's behalf will remain the property of PERU, including final reports of Campaign activity. This Campaign data and/or results will not be shared with any other party without the written permission of PERU. Upon request, LIAISON will enter into appropriate non-disclosure agreements. Any images, copy or styles provided by PERU will remain the property of PERU. LIAISON may de-identify any Campaign data received from PERU or generated by LIAISON and use the data or isolate certain values from the data and aggregate such values with data received from other sources, as well as other data that LIAISON controls or owns, for purposes of producing anonymous, aggregated data, provided that such values, de-identified data or aggregate data does not identify PERU as the source of the information or any specific individual.

LIAISON acknowledges that any records provided by PERU, relating to or concerning the program are educational records within the meaning of the Family Educational and Privacy Rights Act (FERPA) codified in 20 U.S.C. § 1232g, and shall not disclose such records except to **PERU** or to the student or in strict compliance with the provisions of FERPA and upon prior notice to the student and PERU.

Services performed by LIAISON hereunder will be completed in a professional and workmanlike manner by competent and qualified personnel and in compliance with all applicable laws and regulations. Except for the warranties expressly set forth above, all services and deliverables are provided "as is" without warranties of any kind, whether express, implied or statutory, and LIAISON expressly disclaims all implied warranties, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Further, LIAISON does not warrant, guarantee, or make any representations that any software developed through the performance of the services or delivered hereunder will be free from bugs or that its use will be uninterrupted or error-free, or make any other representations regarding the use, or the results of the use, of such software.

In no event shall LIAISON be liable under any contract, strict liability, negligence, tort or other legal or equitable theory for any indirect, consequential, incidental, special, punitive, exemplary or similar damages of any kind, including, without limitation, loss of profits, revenues or data, even if advised of the possibility of such damages in advance, or any costs of cover or substitute performance arising out of or relating to this Agreement. In no event shall LIAISON's liability arising from or relating to the performance of the services, regardless of form of action, under any legal or equitable theory, exceed the fees paid by **PERU** to LIAISON under this Agreement, even if LIAISON shall have been informed of the possibility of such damages.

Each Party shall defend, indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, employees, representatives, agents, successors and assigns from and



against Claims of Third Parties, and associated Losses, subject to the foregoing limitation of liability to the extent arising out of a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement. Additionally, each Party shall defend, indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement.

LIAISON will maintain during the term reasonable insurance covering its operations and the services provided hereunder, including, without limitation, cyber liability insurance. LIAISON will provide PERU with a certificate of insurance evidencing such coverage upon request.

PERU agrees to abide by LIAISON's Acceptable Use Policy for EMP, which is incorporated by reference and can be found here: <http://marketing.liaisonedu.com/aup/>.

This Agreement and attached Addendum contain the complete agreement between the parties regarding the services, and all previous and collateral agreements relating to the subject matter hereof are superseded. This Agreement shall be governed by the laws of Nebraska, without regard to its conflicts of laws principles. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to be one agreement. This Agreement may be modified only by a written agreement signed by the authorized representative of each party.

Accounts Payable Contact Information at PERU:

Name: Dr. Jesse Dorman Email: jdorman@peru.edu

Phone: (402) 872-2224 Fax: (402) 872-2407

The undersigned have read and agreed to the terms and conditions contained in this Agreement.

PERU

By: _____

Name: Debbie A. White

Title: VP for Administration and Finance

Date:

LIAISON INTERNATIONAL LLC

By: _____

Name: John A. Collins IV

Title: VP, Accounting & Treasury

Date:

Acceptable Use Policy – EMP

This Acceptable Use Policy (“AUP”) describes activities that are not allowed in connection with PERU’s use of the LIAISON EMP Services (“the Services”). The AUP is effective for any agreements or services contracted with LIAISON EMP and any use of LIAISON EMP is not permitted without agreeing to this AUP.

Capitalized terms used in this AUP and not otherwise defined herein shall have the meaning given in the Agreement.

Inquiries regarding this policy should be directed to empsupport@liaisonedu.com

Abuse

PERU may not use LIAISON EMP’s network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including, but not limited to:

- Any activity or conduct that is likely to be in breach of any applicable laws, codes or regulations, including data protection and privacy laws and laws relating to unsolicited commercial electronic messages;
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Introducing intentionally, knowingly or recklessly, any virus or other contaminating code into the Services;
- Collecting or using information, including email addresses, screen names or other identifiers, by deceit, (such as, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Distributing software that covertly gathers or transmits information about a user;
- Distributing advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft’s “add/remove” tool);
- Any conduct that is likely to result in retaliation against the LIAISON EMP network or website, or LIAISON EMP’s employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS);
- Any activity intended to withhold or cloak identity or contact information, including the omission, deletion, forgery or misreporting of any transmission or identification information, such as return mailing and IP addresses;
- Interference with service to any user of the LIAISON EMP or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;

- Using the Services in any manner that causes a telecommunications provider to complain about PERU's use or materially violates the following:
 - Industry standards, policies and applicable guidelines published by
 - The CTIA (Cellular Telecommunications Industry Association),
 - The Mobile Marketing Association, or
 - Any other generally recognized industry associations;
 - Telecommunications provider guidelines and usage requirements as communicated in writing by LIAISON EMP to PERU.
- Engaging in any unsolicited advertising, marketing or other activities prohibited by applicable law or regulation covering anti-spam, data protection, or privacy legislation in any applicable jurisdiction, including, but not limited to anti-spam laws and regulations such as the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act.
- Using the LIAISON EMP Services in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS or MMS messages, chat, voice mail, video, or faxes
- Using the LIAISON EMP Services to receive, send or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended, unless PERU have signed a Business Associate Agreement with LIAISON EMP or PERU's use of the LIAISON EMP Services fits within the "conduit" or some other exception for requiring a Business Associate Agreement.
- Communicating any information protected by FERPA, or any such regulations, in a non-compliant and/or insecure manner. This includes, but is not limited to, sending data files over non-secure routes (e.g. sending student files over email or non-secured FTP servers) and posting such data in a publicly accessible manner on MyViewbook pages (rather than requiring a credential login). LIAISON accepts no responsibility or liability for any protected data that is communicated in violation of this requirement.
- Violating or facilitating the violation of any local, state, federal, or foreign law or regulation, including, but not limited to, laws and regulations regarding the transmission of data or software and recording of phone calls and communications.
- Using the LIAISON EMP Services to record or monitor a phone call or other communication without securing consent from the participants to the phone call or other communication as required under applicable law (including, as applicable, California's Invasion of Privacy Act and similar laws in other jurisdictions).
- Using the LIAISON EMP Services in a manner that triggers a law enforcement, government, or regulatory agency to request the suspension of the LIAISON EMP Services to PERU and/or PERU's phone numbers.
- Using the LIAISON EMP Services to transmit any material that infringes the intellectual property rights or other rights of third parties.
- Having a high volume of unanswered phone calls or phone calls that are too short in duration (i.e., phone calls generally less than twelve (12) seconds in length).
- Any action which directly or indirectly results in any of LIAISON's IP space or shared domains being listed on any abuse database (i.e. Spamhaus, SURBL, etc.); or
- Any action that is otherwise illegal or solicits conduct that is illegal under laws applicable to PERU or to LIAISON EMP.

Offensive Content

PERU may not publish, transmit or store on or via the Services any content or links to any content that LIAISON reasonably believes:



- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, non-consensual sex acts, or otherwise unlawfully exploits persons under 18 years of age;
- Publish, transmit or store any content or links to any content that is excessively violent, incites violence, threatens violence, contains harassing content or hate speech, creates a risk to a person's safety or health, or public safety or health, compromises national security or interferes with an investigation by law enforcement;
- Is unfair or deceptive under the consumer protection laws of any jurisdiction;
- Is defamatory or violates a person's privacy; or
- Is otherwise malicious, fraudulent, morally repugnant.

Mail Requirements

PERU must comply with the laws and regulations applicable to bulk or commercial email in PERU's jurisdiction. In addition, PERU's bulk or commercial email must meet the following requirements:

- PERU must have a Privacy Policy posted for each domain associated with the mailing;
- PERU must not obscure the source of PERU's e-mail in any manner;
- PERU must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, and PERU must promptly respond to messages sent to that address;
- PERU's intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure, and PERU can produce the evidence of such consent within 72 hours of receipt of a request by the recipient or LIAISON;
- PERU must use reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;
- PERU must honor revocations of consent, including inferred revocations due to extended periods of inactivity of greater than 90 days;

These policies apply to messages sent using the Services, or, if applicable, to messages sent from any network by PERU or any person on PERU's behalf that directly or indirectly refer the recipient to a site hosted via the Services. In addition, PERU may not use a third party e-mail service that does not practice similar procedures for all its customers. These requirements apply to distribution lists created by third parties to the same extent as if PERU created the list.

Vulnerability Testing

PERU may not attempt to probe, scan, penetrate or test the vulnerability of a LIAISON EMP system or network, or to breach the LIAISON EMP security or authentication measures, whether by passive or intrusive techniques.

Email & Phone Number Validation

Without limiting the application of any other provisions of this AUP, with respect to any of the Services' email/phone number validation features or functionality, PERU may not:

- Use the Services to verify the phone numbers/email address(es) of any person who has not affirmatively consented (i.e., opted-in) to, or who has not expressly opted-out from, receiving email or phone communications from PERU;
- Use the Services to validate phone numbers/email addresses that were purchased, rented or similarly obtained from a third party (i.e., third party email lists) without explicit records of individual consent complete with any limitations on or intention of phone number/email address usage; or
- Use the Services to harvest phone numbers/email addresses or otherwise determine the existence of unknown phone numbers/email addresses.

Intellectual Property and Other Proprietary Rights

PERU may not use LIAISON's Services in a manner that infringes on or misappropriates the rights of a third party in any work protected by copyright, trade or service mark, invention, or other intellectual property or proprietary information. For example:

- PERU may not use the Services to download, publish, torrent, distribute, use, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless PERU have permission from the owner of the work to use or copy the work in that manner, or PERU are otherwise permitted by established intellectual property law to copy or use the work or rights in that manner;
- PERU may not use the Services to publish content intended to assist others in defeating technical copyright protections; and
- PERU may not display another person's trademark without permission.

In addition, PERU may not use the Services to publish another person's trade secrets, or to publish information in violation of a duty of confidentiality. It is LIAISON's policy to terminate the services of customers who are repeat infringers in appropriate circumstances.

Cooperation with Investigations and Legal Proceedings

If LIAISON is legally required to permit any relevant authority to inspect PERU's content or traffic, PERU agree LIAISON can do so; provided however that, where possible without breaching any legal or regulatory requirement, LIAISON gives PERU reasonable prior notice of such requirement.

LIAISON may, without notice to PERU, report to the appropriate authorities any conduct by PERU that LIAISON believes violates applicable law, and provide any information LIAISON have about PERU, or PERU's users or PERU's traffic and cooperate in response to a formal request from a law enforcement or regulatory agency investigating any such activity, or in

response to a formal request in a civil action that on its face meets the requirements for such a request.

Excessive Usage of Shared System Resources

PERU may not use any shared system provided by Liaison EMP in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. PERU agree that LIAISON may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

Conduct of Third Parties

PERU is responsible for violations of this AUP by anyone using PERU's Services with PERU's permission or on an unauthorized basis as a result of PERU's failure to use reasonable security precautions. PERU's use of the Services to assist another person in an activity that would violate this AUP if performed by PERU is a violation of the AUP.

PERU must use reasonable efforts to secure any device or network within PERU's control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates. LIAISON's right to suspend or terminate PERU's Services applies even if a breach is committed unintentionally or without PERU's authorization, including through a Trojan horse or virus.

Miscellaneous

- PERU may only use IP addresses assigned to PERU by LIAISON EMP in connection with PERU's LIAISON EMP Services.
- PERU agree that if PERU register a DNS record or zone on LIAISON EMP managed or operated DNS servers or services for a domain of which PERU are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, LIAISON EMP may modify, transfer, or delete such records or zones.
- PERU may not register to use any Services under a false name, or use an invalid or unauthorized credit card in connection with any Services.

Changes to the AUP

The Internet is still evolving, and the ways in which the Internet may be abused are also still evolving. Therefore, LIAISON may from time to time amend this AUP to further detail or describe reasonable restrictions on PERU's use of LIAISON's Services by publishing a revised version of the AUP at <https://marketing.liaisonedu.com/aup>, or in the event of a material adverse change to the AUP, by providing PERU thirty (30) days written notice.

The revised AUP will become effective as to PERU on the first to occur of: (i) PERU's execution of a new or additional agreement with respect to the Services that incorporates the revised AUP by reference, (ii) the first day of a renewal term for an Agreement that begins at least thirty (30) days after the time that the revised AUP has been posted, or (iii) thirty (30) days following LIAISON's written notice to PERU of a material change to the AUP.

If PERU's compliance with the revised AUP would adversely affect PERU's use of the Services, PERU may elect to terminate the Agreement by giving LIAISON EMP written notice of PERU's objection no later than thirty (30) days following the date that the revised AUP would otherwise have become effective as to PERU. LIAISON will not charge PERU an early termination fee for a termination on these grounds. If PERU elect to terminate, PERU may continue using the Services for up to an additional ninety (90) days and LIAISON will not enforce the revision as to PERU during this time, PERU will continue to be subject to the prior version. If PERU choose to terminate PERU's Services under this Subsection, LIAISON may decide to waive that change as to PERU and keep PERU's Agreement in place for the remainder of the term.

Consequences of Violation of AUP

LIAISON EMP may suspend, amend or terminate the Services without liability if:

1. LIAISON EMP reasonably believes that the Services are being used in violation of the AUP;
2. PERU don't cooperate with LIAISON's reasonable investigation of any suspected violation of the AUP;
3. There is an attack on the Services or PERU's Services are accessed or manipulated by a third party without PERU's consent;
4. LIAISON EMP is required by law or by a regulatory or government body to suspend the Services; or
5. There is another event for which LIAISON EMP reasonably believes that the suspension of the Services is necessary to protect the LIAISON EMP network or LIAISON's other customers.

No credit will be available under the AUP for interruptions of service resulting from any AUP violation and any additional fees, both one-time and recurring, incurred by LIAISON in the remediation of any AUP violation must be reimbursed.

This AUP has examples of restricted behavior, but does not list all restricted behaviors. Ultimately, LIAISON will decide whether PERU's use violates the AUP.

While LIAISON has done its best to make its AUP complete, readable, and understandable, please feel free to contact LIAISON's support team at empsupport@liaisonedu.com with any additional questions.

Last revised: 2/10/2020

Board of Trustees of the Nebraska State Colleges dba: Peru State College (PERU) and LIAISON Addendum

The parties agree to the following terms:

Prompt Payment Act. In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

Access to Records. LIAISON agrees to maintain complete records regarding the expenditures of funds provided by PERU under this Contract. LIAISON agrees to allow authorized representatives of PERU, the Board, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this Contract for a period of three (3) years after the termination of this Contract.

Non-Discrimination. LIAISON agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. LIAISON further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

ADA & Drug-Free Workplace Requirements. All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, LIAISON certifies that LIAISON operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

Use of Information; Property Ownership. LIAISON agrees that any and all information gathered in the performance of this Contract, either independently or through PERU or the State College System, shall be held in the strictest confidence and shall be released to no one other than to PERU, without prior written authorization of PERU. LIAISON agrees that no authority or information gained through the existence of this Contract will be used to obtain financial gain for LIAISON, for any member of LIAISON's immediate family, or for any business with which LIAISON is associated except to the extent provided by this Contract.

LIAISON further agrees that any tangible property, produced, developed, prepared, or created under the terms of this Contract shall be the property of PERU. LIAISON hereby assigns and transfers to PERU all right, title and interest in and to any copyright in any copyrightable materials produced specifically for PERU under this Contract.

Unavailability of Funding. Due to possible future reductions in state and/or federal appropriations, PERU cannot guarantee the continued availability of funding for this Contract beyond the current fiscal year. In the event funds to finance this Contract become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, PERU may terminate the Contract or reduce the consideration by notice in writing to LIAISON. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. PERU shall be the final authority as to the availability of funds. The effective date of Contract termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, LIAISON may cancel this Contract as of the effective date of the proposed reduction by written notice to PERU.

Technology Access. All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at <https://nitc.nebraska.gov/standards/2-201.pdf>, and are incorporated into this Contract as if fully set forth herein.

Designated PERU Representative. The designated PERU representative for purposes of monitoring and oversight of this Contract is:

Dr. Jesse Dorman

(402) 872-2224

jdorman@PERU.edu

Typed or Printed Name

Telephone

Email Address

Signatures.

LIAISON

PERU

SYSTEM OFFICE

Signature

Signature

Signature

Printed Name

Debbie A. White
Printed Name
VP for Administration and
Finance

Printed Name

Title

Title

Title

Date

Date

Date