

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
ITEMS FOR DISCUSSION AND ACTION\FISCAL, FACILITIES AND AUDIT

ACTION: **Approve Athletic Team Apparel Contract for Wayne State College**

Wayne State is nearing the end of its current athletic team apparel contract and requests approval to enter into a new contract with BSN Sports, LLC, based on the results of a competitive sealed bid process. This apparel contract will be used to outfit student athletes with consistently branded uniforms, other practice and competition apparel, and cost-effective camp t-shirts. Selecting a universal apparel provider assists with athletic department-wide branding, competitive pricing, and streamlined ordering processes and administrative control.

The Request for Proposals was advertised in the Norfolk Daily News and was also sent to three (3) vendors. Two (2) vendors responded with proposals. A committee of seven (7) reviewed the proposals and recommended BSN Sports, LLC, for the contract. The recommended contract is effective July 1, 2022-June 30, 2027 and for an amount not to exceed \$800,000 (approximately \$160,000/year).

The contract provides the following general terms:

- College will receive 40% off retail prices on all Under Armour apparel, footwear, and custom uniforms.
- College will receive a minimum of 20% off catalog price on all BSN proprietary products exclusive of closeout and sale items.
- College will receive a minimum of 10% off catalog price on all non-branded products.
- College will receive up to \$45,000 annually in Under Armour promotional products.
- College will receive additional product allocation if certain spending levels are met or if College athletic programs perform well (i.e. qualify for the NCAA tournament).
- During the first year, the College will receive up to \$35,000 in additional promotional products.

The System Office and Wayne State College recommend approval of the Athletic Team Apparel Contract for Wayne State College.

ATTACHMENTS:

- WSC BSN Athletic Team Apparel Contract (PDF)

Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements.

CONTRACT FOR SERVICES

(Long Form)

Board of Trustees of the Nebraska State Colleges
Chadron State, Peru State, and Wayne State Colleges

This Contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College (the "College"), and BSN Sports, LLC, a Delaware Limited Liability Company (the "Contractor").

The Contractor and the College agree as follows:

1. **Effective Date.** This Contract shall be in effect from July 1, 2022 to June 30, 2027.
2. **Services.** The Contractor agrees to provide the following services to the College:
 - a. Contractor shall provide premier pricing on all items purchased by College at the following rates [if the footwear, apparel, or equipment has an associated fee (e.g. royalty, licensing fee), the discounts below are subject to change at Contractor's sole discretion]:
 - i. 40% off retail prices on all Under Armour apparel and footwear.
 - ii. 40% off retail prices on all Under Armour ArmourFuse and Gameday Select custom uniforms within the timeframe specified in the Contractor ordering calendar.
 - iii. 20% minimum off catalog price on all Contractor proprietary products from the Contractor catalog (identified in catalog with a black star icon next to the product code) exclusive of closeout and sale items.
 - iv. 10% minimum off catalog price on all non-branded products from Contractor catalog.
 - b. Contractor shall provide Under Armour promotional products of up to \$45,000.00 annually based on retail prices at no cost to the College.
 - i. Promotional product allocation is the sole responsibility of College.
 - ii. Promotional product cannot be returned or exchanged.
 - iii. Unused promotional product amounts as of 5:00 p.m. on May 31 of each year of the Contract are forfeited.
 - iv. College shall receive setup of UA ArmourHouse account portal for ordering of all complementary goods directly by College.
 - c. Contractor shall provide the following spend level incentives:
 - i. An additional \$5,000.00 of Under Armour product based on retail prices if College and its athletes/families/fans/alumni spend \$200,000 during a Contract year; and
 - ii. An additional \$5,000.00 of Under Armour product based on retail prices if College and its athletes/families/fans/alumni spend \$250,000 during a Contract year.
 - d. Contractor shall provide the following performance incentives at no cost to the College:
 - i. \$500.00 in free Under Armour product at retail prices for any College athletic programs that qualify for the NCAA tournament;
 - ii. \$500.00 in free Under Armour product at retail prices for any College athletic programs that receive conference Coach of the Year award; and
 - iii. \$2,000.00 in free Under Armour product at retail prices for any College team that wins the NCAA National Championship.
 1. In any sport (Cross Country, Golf, Tennis, Track & Field, Wrestling, Swimming, and Diving) where student athletes individually qualify to represent a team, incentive will only apply, when it's 3 or more student athletes. Indoor & Outdoor Track are considered a combined sport.

2. All performance incentives are non-cumulative; therefore only the highest achievement shall be compensated.
 3. Team must provide championship photo and be brand compliant to be eligible for incentive.
 4. Notification and use of incentive award must be done in the same year in which it was awarded.
 5. Unused incentive amounts as of 5:00 p.m. on May 31 of each year of the Contract are forfeited.
- e. During the first year of the Contract, the Contractor shall provide the College with up to \$15,000.00 in promotional products through Contractor's Campus Branding line of products as well as those available via Dreamseats, Waterboy Graphics, & Fusion Mannequins based on Contractor retail prices at no cost to the College.
- i. Contractor reserves the right to use branding elements, facility branding mock-ups, and customer/installer photography for educational or promotional material in print, multimedia, or web form.
 - ii. All products will be co-branded with Under Armour, BSN Sports, and Wayne State College.
 - iii. Unused incentive amounts as of 5:00 p.m. on May 31 of each year of the Contract are forfeited.
- f. Contractor shall provide Under Armour promotional products of up to \$5,000.00 annually based on retail prices at no cost to the College in exchange for co-sponsorship of annual golf outing.
- i. Unused promotional product amounts as of 5:00 p.m. on June 30 of each year of the Contract are forfeited.
 - ii. Any printed or verbal Contractor acknowledgements related to the sponsorship are limited to the Contractor's name, contact information, regularly used logo and slogan, and/or neutral product or service descriptions; and expressly excludes price information, qualitative/comparative statements, calls to action, or displays in regularly printed materials not connected with a specific event.
- g. Contractor shall provide an opportunity for College set-up of BSN SPORTS Sideline Store with link on main athletic department website (<https://wscwildcats.com/>), at no charge for College with a 10% cash royalty, for each year of Contract.
- i. Any printed or verbal Contractor acknowledgements related to the sponsorship are limited to the Contractor's name, contact information, regularly used logo and slogan, and/or neutral product or service descriptions; and expressly excludes price information, qualitative/comparative statements, calls to action, or displays in regularly printed materials not connected with a specific event.
- h. Contractor shall provide a 20% discount to all College friends, alumni, family, staff, and administration on BSNSPORTS.com. Additionally, during a mutually agreed upon 2-day period and prior to December 1 of each year, Contractor will offer College a discounted rate of 45% off retail price on Under Armour stock apparel and 45% off retail price on Under Armour stock footwear for use by school staff and employees through www.bsnports.com. These incentives will be offered yearly throughout the length of the Contract and do not count towards Contractor product/apparel rebate program.
- i. During the first year of the Contract, the Contractor shall provide the College with up to \$20,000.00 in promotional Under Armour products based on Contractor retail prices at no cost to the College.
- i. Promotional product allocation is the sole responsibility of College.
 - ii. Promotional product cannot be returned or exchanged.
 - iii. Unused incentive amounts as of 5:00 p.m. on May 31 of each year of the Contract are forfeited.
 - iv. College shall receive setup of UA ArmourHouse account portal for ordering of all complementary goods directly by College.
- j. Contractor shall provide a dedicated sales professional ("BSN SPORTS Representative") to conduct two (2) on-site visits a month with College throughout the term of this Contract. BSN SPORTS Representative will be responsible for showing product samples,

communicating order deadlines and providing 24-hour response for all questions and concerns. Contractor shall meet with College representatives to discuss product assortments, ordering and delivery scheduling, new products, promotions, team and booster events, and opportunities to grow and enhance the relationship among Under Armour, the Contractor and the College. Contractor will also carry a minimum of \$8 million dollars of Under Armour product at any given time. BSNBilling.com is Contractor's proprietary online billing system, where the College can receive invoices and statements via site. College has the ability to view, print, and track or dispute all documents. Contractor's CCAR team shall provide training to all users.

- k. Contractor shall provide the College with decorated items (embroidery, screen printing, etc) at pricing per Exhibit A attached and made a part of this Contract.

The Contractor agrees the contract work shall not be performed on time that is paid for by any public funds other than those provided by the College under this Contract.

3. **Consideration.** For the services described above, the College agrees to pay the Contractor by electronic transfer (ACH):

Based on pricing outlined above for all products ordered by the College upon receipt of invoice or delivery of products, whichever is later. College must be current on all payment obligations to Contractor to be eligible for all promotional products and rebates. The total amount of this Contract shall not exceed \$800,000 over the 5 year Term.

Where provision is made for travel expenses, the expenses shall not exceed those allowed employees of the Nebraska State College System unless otherwise specifically provided herein.

4. **General Terms and Conditions.**

- a. College will use Contractor as its exclusive supplier for any and all of its NCAA Division II athletic apparel, footwear, and equipment needs. It is also agreed that College will adhere to the Contractor's collegiate ordering calendar to help ensure availability and delivery in a timely manner.
- b. College's NCAA Division II coaching staff and athletes will only wear Under Armour branded footwear and apparel at competitions whenever possible.
- c. College shall notify its athletes that Contractor's My Team Shop will serve as an online purchasing site for additional Under Armour products purchased directly by athletes as well as their family and friends, however College cannot guarantee that athletes and their family and friends will exclusively use the My Team Shop to purchase Under Armour products. Each sport will offer a minimum of one (1) My Team Shop opportunities to their student athlete families/fans/alumni per year throughout the length of the Contract so long as the College's Bookstore provider approves of each opportunity.
- d. College will make general public address acknowledgements at all College regular season NCAA Division II home athletic contests. A ½ page acknowledgement supplied by Contractor shall appear in College's media guide distributed or displayed at any such contests. Contractor will receive (i) two (2) tickets or passes, as applicable, to all College regular season NCAA Division II home athletic contests; and (ii) one (1) vendor/athletic parking pass for use by the BSN SPORTS Representative for sales calls, meetings, presentations, and campus visits. Contractor will receive one (1) free hole sponsorship and foursome at annual golf outing. Static logos for Contractor and Under Armour will appear on banner of athletic department website as the official supplier. Any printed or verbal Contractor acknowledgements related to the sponsorship are limited to the Contractor's name, contact information, regularly used logo and slogan, and/or neutral product or service descriptions; and expressly excludes price information, qualitative/comparative statements, calls to action, or displays in regularly printed materials not connected with a specific event.

- e. Products sold through Varsity Brands companies, Varsity Spirit & Herff Jones, will not be included in spending level totals.
- f. College is responsible for all freight/shipping charges of up to 7% on all small parcel shipments via FedEx ground with a minimum freight charge of \$8.95 and for quoted shipping charges for all LTL, FTL Freight Truck and expedited air shipping when requested by the College, resulting from merchandise purchased and/or received under this Contract. However, College shall not be responsible for freight/shipping charges in connection with the return of merchandise shipped incorrectly by the fault of Contractor.
- g. Neither party shall be liable to the other for any costs or damage (including consequential and liquidated damages), arising out of delay or nonperformance under this Contract arising, directly or indirectly, out of a Force Majeure Event including, without limitation, strike, work stoppage, fire, earthquake, flood, windstorm, riot, accident, acts of war or terrorism, civil or military disturbances, pandemic, nuclear or natural catastrophes or acts of God, court order or injunction, an order or directive restricting action by a relevant governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, or any other similar event that is beyond the reasonable control of the parties. The parties agree and acknowledge that, in no event, shall additional expenses or other adverse financial conditions be deemed a Force Majeure Event. Upon such Force Majeure Event, the inability to comply with any term of this Contract shall be excused and either party shall be released from all current and future obligations under the Contract provided that (i) written notice setting forth in detail the nature of the Force Majeure Event is given by such party to the other party as soon as such party is aware of the Force Majeure Event; and (ii) such party shall use all commercially reasonable efforts to minimize the extent of delay or nonperformance caused by the Force Majeure Event.

Upon a Force Majeure Event, the parties will make a good faith effort to reschedule the event as set forth herein at a mutually agreeable date and time. Any deposits will be applied to the rescheduled event; or will be fully refunded if the event is not rescheduled.

The parties acknowledge the ongoing risk and uncertainty regarding the impact of COVID-19 on their obligations under this Contract. Notwithstanding the potential foreseeability of such impact, the parties acknowledge and agree that any actions taken by one party in response to or in compliance with recommendations, guidance, orders or other actions or directives of governmental or other applicable authorities with expertise in infectious diseases (e.g., WHO, CDC, NIAID, etc.) pertaining to COVID-19 shall constitute a Force Majeure Event under this Contract. In addition, if either party reasonably and in good faith determines that COVID-19 has made its obligations under this Contract unworkable or overly burdensome, the affected party may terminate or postpone the Contract without penalty, provided written notice is provided to the other party at least seven (7) days before the event.

- h. In the event College drops any NCAA Division II sports programs during the Term of this Contract, Contractor may suspend, reduce, or alter product allotments available to College based on the previous year's ordering volume for the dropped sports as a percentage of overall ordering volume with written notification to College. Alternatively, in the event College adds any NCAA Division II or other NCAA Championship level sports programs during the Term of this Contract, Contractor shall, in its sole discretion increase product allotments available to College accordingly with written notification to College.
- i. All returns must be authorized by Contractor and require a written return authorization issued by Contractor. Call Contractor's Customer Care Team at the 1-800-856-3488 for a return authorization number. Returns must be postmarked within 30 days of return authorization issue date; otherwise the return will not be eligible for credit. Items must be returned in their original condition, including all tags, packaging and accessories (if applicable). Freight charges will not be refunded unless the merchandise is defective or it was shipped incorrectly. Items will be subject to return freight charges and may also be

subject to a restocking fee of up to 25%. Custom orders may not be returned unless the merchandise is defective or Contractor made an error when making the custom order product. Contractor is not responsible for misuse, customer installation, freight damage or improper storage. The return authorization number must be included in all correspondence and returns.

- j. Contractor processes orders the same day they are received and generally ship stock products within 2-3 business days. Most products labeled as IN STOCK will ship within 24 hours upon verification of order and credit release. If delivery is required by a specific date, notify Contractor when placing order. To ensure rapid processing of order, College shall be sure to complete all necessary information on the Order Form. College shall call for information on express delivery. Actual arrival time at College location depends on the method of shipment and distance from Contractor warehouse. Standard freight rules apply.
 - k. Custom orders require a College signed order specification confirmation before any custom order is processed. If College decides to change a custom order after it has been placed, please call Contractor immediately. Contractor will contact the manufacturing facility to determine if the order has already been processed or if the change can be made. If the order has been processed, Contractor will not be able to change it and College will be responsible for paying for the order. If a change can be made, there may be a delay in delivery and/or an additional charge.
 - l. Contractor strives to continually improve Contractor products to give College the best value possible. On occasion, Contractor may ship College a product that differs slightly from the one pictured and described in Contractor catalog. However, Contractor will always substitute with a product of equal or better quality and value. If College requirements prohibit substitution, College shall notify Contractor when placing the order.
5. **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.
6. **Independent Contractor.** The Contractor shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

The Contractor agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between the Contractor and the College, and the College shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages or overtime premiums. If the Contractor has employees or subcontractors, the Contractor further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of the Contractor's employees for the duration of this Contract. The Contractor agrees to furnish the College proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements The Contractor is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a five million dollar (\$5,000,000) umbrella. The Contractor's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.

7. **Access to Records.** The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the College under this Contract. The Contractor agrees to allow authorized representatives of the College, 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.

8. **New Employee Work Eligibility Status.** - *One box below must be selected and marked.*

Employee Work Eligibility Status. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The Contractor is an individual, LLC, or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> . If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the Contract.*

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

9. **Non-Discrimination.** The Contractor 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. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

10. **ADA & Drug-Free Workplace Requirements.** All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor 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.

11. **Debarment/Suspension Certification.** If this Contract involves the expenditure of federal funds in the amount of twenty-five thousand dollars (\$25,000) or more, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

The Contractor further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this Contract shall be the property of the College. The Contractor hereby assigns and transfers to the

College all right, title and interest in and to any copyright in any copyrightable materials produced under this Contract.

13. **Parties; Subcontractors; Assignment.** References to the Contractor and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the College. The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the College.
14. **Termination of Contract.**
 - a. **Breach:** If Contractor or College should fail to perform or be in breach of any of the warranties, representation, covenants, or obligations contained in this Contract, or anticipatorily breach this Contract, and such default is not curable or such default is curable but remains uncured for thirty (30) days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Contract with written notice to the defaulting party.
 - b. **Early Termination:** This Contract may be canceled by either party upon thirty (30) days' written notice. Settlement of the amount due to the Contractor upon cancellation shall be negotiated between the parties based upon (a) specified deliverables completed by the Contractor and accepted and usable by the College as of the date of termination when the Contractor initiates termination, or (b) the percentage of services performed by the Contractor as of the date of termination when the College initiates termination. In the event that College elects to terminate this Contract prior to the end of the Term, College shall reimburse Contractor, as liquidated damages and not as a penalty, pro-rated amounts equivalent to the portion of the Term being cancelled related to sections 2.e. and 2.i.
15. **Default; Remedies.** If Contractor or College should fail to perform or be in breach of any of the warranties, representation, covenants, or obligations contained in this Contract, or anticipatorily breach this Contract, and such default is not curable or such default is curable but remains uncured for thirty (30) days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may proceed with section 14.a.
16. **Unavailability of Funding.** Due to possible future reductions in state and/or federal appropriations, the College 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, the College may terminate the Contract or reduce the consideration by notice in writing to the Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The College 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, the Contractor may cancel this Contract as of the effective date of the proposed reduction by written notice to the College.
17. **Complete Agreement; Governing Law; Amendment.** This Contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Contract may be amended at any time in writing upon the agreement and signature of both parties.
18. **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/index.html>, and are incorporated into this Contract as if fully set forth herein.

19. **Confidentiality.** Contractor acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. Contractor will utilize user data from the College only in the furtherance of this Contract. Contractor will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. Contractor will reimburse the College for any and all expenses incurred by the College as a result of a data breach of Contractor's systems.

If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA) the Contractor agrees and acknowledges that Contractor is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information.

The Contractor further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

20. **Designated College Representative.** The designated College representative for purposes of monitoring and oversight of this Contract is: Michael Powicki, 402-375-7520, mipowic1@wsc.edu.
21. **Designated Contractor Representatives.** The designated Contractor representatives for purposes of monitoring and oversight of this Contract are:
Sales Pro: Jon Wulfekuhle, 402-651-9621, jwulfekuhle@bsnsports.com
Customer Service Representative: Robin Smith, 815-401-0548, rlsmith@bsnsports.com
Territory Manager: Trevor Bass, 972-884-7402, tbass@bsnsports.com
Regional Sales Manager: Dan Frederick, 402-657-3634, dfrederick@bsnsports.com
Regional Sales Director: Nate Wood, 218-310-9199, nwood@bsnsports.com
22. **Notices.** Any notice or other communication provided under this Contract will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), or upon overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth herein, or upon electronic delivery by confirmed means.

If to Contractor:
BSN Sports, LLC
14460 Varsity Brands Way
Framers Branch, TX 75244
ATTN: Todd Northrop

If to College:
Wayne State College
1111 Main Street
Wayne, NE 68787
ATTN: Athletic Director

With a copy to:
Varsity Brands LLC
14460 Varsity Brands Way
Framers Branch, TX 75244
ATTN: Chief Legal Officer

With a copy to:
Wayne State College
1111 Main Street
Wayne, NE 68787
ATTN: Vice President for Administration & Finance

23. Signatures.

CONTRACTOR

Signature

Todd Northrop

Printed Name

Vice President – Collegiate Select

Title

Date

Signature

Dan Dickman

Printed Name

Senior VP – Collegiate Select

Title

Date

COLLEGE

Signature

Angela Fredrickson

Printed Name

Vice President for
Administration and Finance

Title

Date

Signature

Paul Turman

Printed Name

Chancellor

Title

Date