

**SERVICE AGREEMENT
PRINCETON LEADERSHIP SERVICES, LLC**

This Agreement to furnish services is by and between University of New Hampshire, a higher education corporation, (hereinafter called "the Client") and Princeton Leadership Services LLC dba "Athlete Viewpoint" (hereinafter called "Contractor") located at 315 Bradley Avenue, State College, PA 16801.

I. SCOPE OF WORK

A. The Contractor shall furnish to the Client the services as specifically set forth in Addendum A, attached hereto and incorporated herein "Athlete Viewpoint Program™".

B. Contractor will survey each student athlete once annually for each team of which they are a member. An individual will be considered the member of a distinctive team if they have a different head coach for each team on which they participate. Additional surveys may be conducted for an additional fee negotiated as an addendum to the agreement.

C. Reports/Surveys:

The Contractor shall provide the following as described:

1) Summary of the state of the Client's Department of Athletics based on survey response data via an easily understood summary analytics dashboard.

2) Comparative analysis within the institution by gender, class, race, team and NCAA Division with other demographic information considered.

3) Comparative analysis of Client survey data to other Universities in the data set provided there are enough additional universities, teams, or individuals to make identification of those other institutions unlikely.

D. Dashboard

Client will receive one license for "dashboard" access of their data. Dashboard will provide password protected data that presents a display of data and related information. Access is for one user. Should access for more than one Client user be desired, each additional password will result in a \$600.00 annual fee. Access credentials are transferrable if changes in responsibility for survey oversight occur.

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from date of contract execution through 7/31/2020.

B. If one party gives 30 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 30 day period, this Agreement may be terminated immediately by the non-breaching party.

C. Upon termination or non-renewal of this agreement Client will be subject to paying Contractor for any multi-year or long term discount that remains unearned at the time of said non-renewal or termination.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

Payment of \$3395 for 2017-18, \$3595 for 2018-19 and \$3995 for 2019-20 will be made in accordance with agreed terms upon presentation of an invoice. Clients shall submit payment to the person named below. Payment for initial fees are due within thirty (30 days) of execution of this agreement. All late payments are subject

to a 10% monthly service charge. Surveys and data will not be distributed to student athletes until payment is received unless otherwise agreed upon.

Checks should be made payable to:
Princeton Leadership Services
Attn: Jennifer Cross
315 Bradley Avenue
State College, PA 16801

Princeton Leadership Services is EIN #81-1721587.

IV. ASSIGNMENT OR SUBCONTRACTING

The Contractor may assign or transfer this Agreement and it will be binding upon and inure to the benefit of both parties and their successors and assigns. Nothing in this Agreement is intended nor will be deemed to confer any benefits on any third party.

V. NECESSARY APPROVALS

All prior/necessary approvals have been secured either prior to or contemporaneously with the execution of this agreement.

VI. INTELECTUAL PROPERTY

The Contractor shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material in the form of a final report(s), survey instrument, dashboard or any other deliverables under this Agreement. Notwithstanding, Contractor will agree to grant Client shared use of the survey material as requested.

VII. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

The Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.

VIII. ACCESS TO RECORDS

Contractor is considered owner of the institutional data.

Contractor and client are considered joint owners of the institutional data.

Should the Client terminate this agreement after receiving a draft survey, the Client waives any right or interest in the draft survey and Client is responsible for payment of total contracted amount. Client waives and consents to the use of survey data for comparative analysis and waives any objection to the shared use of information. All materials contained within Athlete Viewpoint are copyrighted.

VIV. CONFIDENTIALNITY

The Contractor shall use his or her best efforts to keep confidential information provided by the Client and marked "Confidential Information," or any oral information conveyed to the Contractor by the Client and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. It is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;
3. Is obtained lawfully from a third party; or
4. Disclosures as required by law. However, Contractor shall notify Client in advance of such requests for release of information so as to allow the Client reasonable time to oppose or seek to quash such disclosures with the court if it desires.

X. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XI. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XII. STANDARD FOR PERFORMANCE

The parties acknowledge that the Client, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.

XIII. INDEPENDENT CONTRACTOR

Contractor in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of Client, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees.

XIV. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Strafford County, New Hampshire, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Strafford County, New Hampshire.

XV. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house

counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XVI. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the Client.

XVII. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.


XVIII. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Pennsylvania without regard to its conflicts of laws rules.


IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

PRINCETON LEADERSHIP SERVICES

CLIENT



Signature Date
Jennifer Cross 8/26/2017
Member/Manager



Signature Date
Name: STEVE METCALF 10/17/17
Title: Deputy AD.

Please neatly print client contact info

Mailing Address Field House
145 Marsh St.
Durham NH 03824

Email Steve.metcalf@unh.edu
Phone 603-862-2596

ADDENDUM A

Contractor will provide the following services to the Client "*Athlete Viewpoint Program*[™]":

- 1) Discuss goals, objectives and areas of interest with Client designee for student athlete survey.
- 2) Provide draft survey instrument for Client review, comment and acceptance based on institutional goals, objectives and areas of interest. The Client retains the ability to exclude any question from being presented in the final survey. Client acknowledges the exclusion may limit comparative analysis with other institutions. Client may include specific questions that are not covered in the draft survey instrument but acknowledges comparative data with other institutions may not be possible for those specific questions.
- 3) Questions response choices (e.g. scales, etc.) are fixed and not subject to adjustment since changes to the scales can significantly affect the data collected. Interest in changing scale of question response can be considered only in a new question, but will limit comparability of data. Contractor will will not collect data about assistant coaches.
- 4) Subsequent to approval of survey instrument, the Client will provide the Contractor the email address and sport of each individual to be surveyed in a format specified by the Contractor. Once lists have been provided, on or about the preferred date selected by the Client, Contractor will send an electronic internet link to each student athlete being surveyed via email with instructions to complete the survey. Responses and non-responses will be tracked for the purpose of encouraging non-responders to complete the survey. Contractor will provide follow-up survey requests to non-responders as many times as mutually agreed upon with the Client.
- 5) Client will be permitted to survey each student athlete once annually for the team on which they participate. Student athletes may be surveyed more than once under terms to be agreed upon as an additional service and addendum to this agreement. Contractor makes no guarantees regarding response rate. Contractor will work closely with Client to strategize about and execute reasonable options to maximize participation of respondents should participation be insufficient. .
- 6) Contractor will survey student athletes following the conclusion of each sport's individual season; at the conclusion of the Fall, Winter or Spring team's seasons collectively; or at the conclusion of the academic year or in any other mutually agreed upon arrangement as preferred by the Client.
- 7) Following the conclusion of the data collection period(s), Contractor will review and compile all data for analysis.
- 8) Contractor will provide the data via dashboard.
- 9) Client will receive access to an internet-based "dashboard" that is included with the purchase of the service for on-going analysis. Dashboard will be functional for one year from date service is established. Interpretation of data through the "dashboard" will continue annually as service is renewed. Data will be retained from year to year for the purpose of trend analysis.
- 10) The Dashboard will provide Client comparative data within the institution.
- 11) Client data will be available as part of a comparative data set of all institutions and in sub populations of all institutions (e.g. public/private, size, location, team, conference affiliation or other similar categories) in broad ways that will not disclose the identity of the Client, its teams, or individual student athletes. Client acknowledges its data will be used in the same manner with no disclosure of Client identity.
- 12) Following Client review of dashboard, Contractor and Client will discuss findings and interpretations of data as desired by Client. .
- 13) Additional consulting such as strategic planning, program development, executive coaching, and other activities based findings and interpretations of the survey may be provided by Contractor as part of mutually agreed upon additional terms.
- 14) The Client and Contractor are considered joint owners of the institutional data in perpetuity. ~~The Contractor is considered the owner of the data in perpetuity.~~