



PROPOSAL FOR THE ESTABLISHMENT OF AN ALUMNI NATION

Regarding the establishment and formalization of an Alumni Nation, this proposal outlines areas of engagement that will enable the Client to launch an Alumni Nation with National Alumni Institute, LLC (DBA Alumni Nations).

SECTION I. APPROACH

The proposal covers the establishment, launch, and on-going support of one Nation. Additional opportunities may be added as addendums to this agreement. **Once the proposal is executed, it becomes a performable contract, with the rights and responsibilities as specified herein.**

SECTION II. SERVICES

1. **Set-Up Sessions:** group set-up sessions and training videos are available, including topics and exercises that help to prepare for the launch of the nation and engagement of alumni and friends. Items with an * are included as part of the initial set-up.
2. ***Database:** a cloud based (hosted) CRM (community relationship management system) containing alumni and community records will be established by Alumni Nations for the purposes of this Agreement. The client will provide available records in a standard electronic format which typically come from the student management system, directory data, class reunion lists, etc. Alumni Nations can also help with non-standard records at an additional cost which is dependent on the type and quantity of records. **Any additional cost submitted by Alumni Nations shall be submitted in writing to Client and must be approved in writing prior to Alumni Nations performing any additional work.** Alumni Nations shall submit the records through a “data hygiene”, i.e., (clean up and update), data append (find missing elements), and deduplication process. Records will be loaded into the nation database. Data will be owned by the client and accessible to the client for their full use. **For as long as Client has a contractual relationship with Alumni Nations,** Alumni Nations and Nevada Association of School Administrators may access and utilize the data for activities associated with alumni and community engagement assistance for the client.
3. **Use of Data:** The data may also be utilized in accordance with the terms of service outlined at <https://nationbuilder.com/tos> and privacy policy outlined at <https://nationbuilder.com/privacy>. Any other usage of the data requires written permission from Client. Records may be downloaded by Client as often as they wish. Downloaded records are in Excel format.

4. ***Website:** Alumni Nations shall establish the mobile responsive web platform as a “hub” for members to find information and interact with the nation. The cloud hosted CMS (content management system) provides many features including: emailing, directory, event management, fundraising/donation management, crowdfunding, surveys, blogs, volunteer management, and cloud hosting (we provide cloud-based hosting with unlimited administrators and broadcasters).
5. **Workflows:** a workflow mechanism that helps to automate the interaction with alumni and friends is available . This includes establishing auto responses and tagging.
6. **National Alumni Institute:** access to resources including templates for strategy development, communications, shared content, editorial calendar, surveys, webinars, podcasts, newsletters, blogs, best practices, recruitment and activation tools, and vendor discounts.
7. **For as long as the parties have a contractual relationship, and** in support of communications and revenue enhancement programs, the client grants Alumni Nations and NASA the right to use any material provided to them by Client, including, but not limited to its brands, images, trademarks, and other intellectual assets mutually deemed necessary, and exclusive rights to utilize the Nation brand. Client has the right to ask Alumni Nations and NASA to stop using any material provided upon written notice to Alumni Nations and NASA.
8. **Revenue Enhancement Programs and Donations** : Alumni Nations does not add a surcharge for donations (credit card/merchant processing charges do apply). Advertising and sponsorships revenue sharing does apply for revenue secured by Alumni Nations or NASA for the client. Sponsorship and advertising secured by client for use by client is not subject to revenue sharing. Additional programs may become available.
9. **Fiscal Agency:** NASA’s Silver State Education Foundation may, at their sole discretion, serve as a fiscal agent for the Client. An alternative fiscal agent may be used by the Client if they so choose.
10. **Support:** Online support and video training are included.
 - a. **Cost for Additional Support:** Additional support is available on an hourly or block of hours’ basis. Rates are \$95 per hour, 10-hour block for \$900 or 40-hour block for \$3,400 (block hours must be used within 2 years).

SECTION III.
LAW AND VENUE

11. This agreement (including the referenced website) is the entire agreement between the

parties and supersedes other agreements, whether written or oral. It may be amended only in writing signed by each of the parties. It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the internal laws of the State of Wisconsin, without giving effect to the conflict of laws provisions thereof. Venue of any action brought to enforce or relating to this Agreement shall be brought exclusively in the District Court of Brown County, Wisconsin.

12. If any party hereto commences any action against any other party hereto with respect to the enforcement or interpretation of this Agreement, then the prevailing party in such action shall be entitled to an award of its costs of litigation, including reasonable attorneys' fees and costs; provided that the liability of either party for a breach of any provision of this agreement shall not exceed and shall be limited to the aggregate fees paid to Alumni Nations during the twelve (12) month period preceding such breach.

SECTION IV. OWNERSHIP OF RECORDS

13. It is understood and agreed that the client documents provided by Client to Alumni Nations, including, but not limited to their records, data and any other information provided to Alumni Nations or stored by Alumni Nations for the benefit of Client is the exclusive property (including intellectual property) of Client, regardless of any dispute that may arise. Upon written notice, Alumni Nations shall, within ten business days of receipt of written notice, provide to the Client all of the data, records or other information requested. Notwithstanding the foregoing, Client grants to Alumni Nations and NASA the exclusive right to utilize Client's Alumni Nation brand and the right to identify Client as a client of Alumni Nations and to describe and display the services provided on Alumni Nation's website and/or other promotional materials. Alumni Nations reserves the right to delay release of documents including records, data or other information provided to Alumni Nations or to suspend provision of the services herein agreed for failure to timely pay any amount due.

SECTION V. FEE STRUCTURE AND TERM

14. Fee Structure:

“NASA” Partnership School Offer: For a 24-month commitment, Alumni Nations will provide services and software as outlined in the agreement for a one time set-up fee of \$2,500 and a monthly fee based on emailable records in the database per the schedule

below (rate calculated based on total emailable records, for example: if the database includes 5,652 records, monthly fee is \$399):

up to 2,500 = \$199
up to 5,000 = \$299
up to 7,500 = \$399
up to 10,000 = \$499
Over 10,000 = \$499 plus .049 per additional record

Additional expenses like media, events, printing/ mailing fees, travel related, and any other fees or expenses not specifically outlined are not included. 100% of the set-up fee is due upon acceptance.

15. For the purposes of this contract a record is defined as an instance of an individual person or organization.
16. This contract is auto-renewed after the initial term for a 12 month term at the prevailing list price (or contracted price) for an annual renewal (default term) and at a 10% discount off the prevailing list price for a two-year renewal term.
17. **Termination of Contract:** Upon completion of the initial term, either party may terminate the agreement by giving the other party thirty (30) days written notice and all associated data will be owned by Green Valley High School. Client may elect to continue a month-to-month basis during transition for up to eleven (11) months at the prevailing annual rate plus 30% prorated by month. However, Client shall have the right to terminate the contract with Good Cause (as defined below), if, after fifteen days' notice, Client has provided to Alumni Nations a written complaint, and Alumni Nations has not been able to cure the complaint of Client within the fifteen days. "Good Cause" for purposes of this agreement means any material breach by Alumni Nations of the obligations required to be performed under this agreement.