

December 29, 2009

To: All interested firms

Due to the response to the question phase of this RFP, CSPN has decided to modify the schedule of events as follows:

III. SCHEDULE OF EVENTS

Date	Event
December 11, 2009	RFP issued and distributed to potential vendors
December 21, 2009	Deadline for submitting written questions
January 8, 2010	Responses to written questions
January 20, 2010	RFP responses due by 3:00 P.M. Eastern Time
January 29, 2010	Deadline for initial evaluation of proposals
February 9, 2010	Completion of interviews with finalists
February 12, 2010	Notification of chosen vendor / Begin contract discussion
February 20, 2010	Finalize contract

Note: This Schedule of Events is subject to change.



CSPN

College Savings Plans Network

Request for Proposals for Communication and Public Relations Services

Date Issued: December 11, 2009

I. INTRODUCTION

Background

The College Savings Plans Network (CSPN), an affiliate of the National Association of State Treasurers (NAST), is an association of state administrators and their private sector partners who administer Section 529 qualified tuition plans dedicated to enhancing communication, cooperation and effective administration among the plans. CSPN works to promote and enhance making higher education opportunities an affordable reality. CSPN seeks to influence the setting of national policy affecting Section 529 qualified tuition plans to ensure that these programs remain an effective vehicle for families to save for college. In addition, CSPN seeks to promote public awareness and understanding of the purpose and value of saving for college and to be recognized as the primary authoritative and objective source for information concerning Section 529 qualified tuition plans. (For additional information about CSPN see Attachment A: CSPN Strategic Plan)

Request for Proposals

CSPN is requesting proposals from interested public relations firms to provide communications and public relations services that will:

- promote CSPN as an official, objective source of information on 529 plans;
- position CSPN as a leading and trusted source of 529 plan information for the media and the public;
- promote success, impact, and acceptance of 529 plans;
- promote the ability to participate in 529 plans regardless of income;
- support the Network's federal initiatives;
- drive traffic to the CSPN Website;
- grow awareness of CSPN's reputation and brand; and
- produce clear measures of success.

The firm submitting the successful proposal is expected to negotiate and enter into a contract with CSPN / NAST.

Scope of Services

The following provides a general overview of the specific work assignments CSPN will expect the selected firm to complete. The agency will need to complete a comprehensive action plan for how the agency would approach each of the items listed below and the budget page should itemize the cost for completing each item listed. The Scope of Services includes three major components: Media Relations, Web Site Visitation and Reputation and Branding.

1. Media Relations

CSPN is seeking a media relations firm to assist CSPN in achieving the goals and objectives listed above. The scope of work will include:

- Develop a national media strategy utilizing and enhancing CSPN's network of 529 and financial media contacts
- Developing relevant, universal messaging in response to current opportunities and events that can be used by each state/529 plan
- Developing and coordinating media events to promote 529 savings, to promote events, or in response to external events that require a proactive response
- Scheduling media interviews for various CSPN members to promote 529 savings, to promote events, or in response to external events that require a proactive response
- Drafting news releases, advisories and backgrounders to promote 529 savings, to promote events, or in response to external events that require a proactive response
- Proactively identify opportunities for media coverage, both nationally and in various states
- Develop and draft "CSPN 529 Reports" to promote college savings and the goals of CSPN
- Tracking stories in the national media on 529 issues, in cooperation with state programs, to 1) identify stories which require a response from CSPN and 2) monitor effectiveness of CSPN's own press releases, story pitches and activities.

2. Web Site Usage/Visitation

The following have been identified by CSPN as potential tactics to promote and increase usage of the web site. These should not be considered an exhaustive listing of tactics to be employed to meet the goal stated above. CSPN welcomes proposer's recommendations to add tactics and strategies to this list that can further enhance our ability to provide valuable information to CSPN web site users.

- Evaluate and recommend enhancements to the CSPN website "collegesavings.org" and promote the site as the premiere non-commercial, educational web site regarding 529 plans. Monitoring of traffic to the site is suggested as a metric for progress.
- Identify and communicate simple savings strategies that the public can utilize to achieve their college savings goals.
- Consider the use of search marketing such as Google and Yahoo, and an appropriate social media marketing resource.
- Develop / identify a calculator that is more useful and realistic and does not intimidate users as compared to the current calculator on the CSPN web site: <http://www.collegesavings.org/collegeCostCalculator.aspx>.
- Develop an opt-in, email marketing program featuring a semiannual e-newsletter containing consumer-oriented 529 plan tips, national 529 updates and a guest column by authors such as CSPN board members, 529 plan representatives and 529 plan consumers.
- Use of an RSS feed to provide relevant 529 information to those organizations seeking it.
- Eventually add a chat feature to the web site to allow users to ask questions.

3. Reputation and Branding

CSPN is highly utilized and recommended by 529 professionals as the organization with "answers" regarding 529 college savings plans and in particular, for the college saving public. CSPN also provides unbiased, non commercial clear information and resources for stakeholders that are unavailable elsewhere. CSPN seeks to build a reputation for accuracy, thoroughness and independence.

The following have been identified by CSPN as tactics to enhance CSPN's reputation and branding. These should not be considered an exhaustive listing of tactics to be employed to meet the goal stated above. CSPN welcomes proposers to add tactics and strategies to this list.

- Focus on building the CSPN "brand", developing and presenting a well-differentiated value proposition.
- Consider developing and utilizing a tagline that would identify 529 plans as members of the CSPN network.
- Strengthen cooperative efforts with all state-sponsored 529 plans to reinforce the brand. Encourage plan sponsors to incorporate a CSPN tagline in media releases, public mailings and publications. Example: "The [fill in the blank] College Savings Plan is a member of the College Savings Plans Network – a clearinghouse for information among state-administered Section 529 plans. The CSPN also monitors federal activities and promotes legislation that will positively affect college savings plans."
- Encourage state government websites to link to CSPN.
- Pursue corporate and/ or foundation partners to co-sponsor a special event, such as a scholarship contest during College Savings Month.
- Help to develop strategic alliances with major associations to develop opportunities to promote college savings in 529 plans.

Proprietary Information

Any and all information provided to proposers is to be considered proprietary information and is to be used solely for the purpose of responding to this RFP. Such information is not to be released to any party outside the proposer's organization without the explicit written consent of CSPN.

Issuing Information

This RFP is issued on behalf of CSPN. The following individual will serve as the sole point of contact from the date of release of this RFP until a contract is awarded:

Chris Hunter, Associate Director
College Savings Plans Network / National Association of State Treasurers
2760 Research Park Drive
Lexington, KY 40578
Tel: (859) 244-8175
Email: cspn@csg.org

II. DESCRIPTION OF REQUIREMENTS

Proposal Format

The proposal should be concisely written, should be divided into four sections, and should address the following areas:

A. Company background Information – the following information must be provided

1. Name of agency
2. Federal tax identification number
3. Business address and phone number
4. Principle contact (phone and email address)
5. Please give a brief description of your operation as you would describe it to prospective clients.
6. Please indicate the year the agency was founded. Has it operated continuously since that time?
7. Please submit an organizational chart of your staff by title and indicate the number of full-time professionals. In addition, attach biographies of the principals.
8. List all services offered by the agency, excluding those which are subcontracted. Please provide a list of subcontractors that may be used for this account.
9. List your top four clients with a brief description of the work you do for each account and indicate the following for each: client name, a reference contact and telephone number.
10. Who will be the key personnel assigned to work with CSPN?

B. Action Plan for Scope of Services

Provide a project narrative which describes the agency's overall approach including strategies for accomplishing the Scope of Services and rationale for your approach. For each service requested please provide an overview of your approach, including your rationale for proposing any alternative strategies, and how you feel you could successfully implement the services requested.

C. Work Schedule for Completing Scope of Services

Provide a work schedule that outlines timelines and completion dates for each of the itemized requirements in the Scope of Services.

D. Measurement Plan

Provide a measurement plan that details metrics to be used to determine the success of the implementation of the itemized requirements in the Scope of Services.

E. Budget

Provide a comprehensive budget page detailing the total costs for the projects listed in the Scope of Services. Separate cost details should be provided for each item of the components. Also show the compensation to your agency as a separate item for each component. Your proposed compensation should be stated for each of the following contract periods: (1) an initial contract to run from February 2010 through June 2011; and (2) two 1-year renewals.

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December 21, 2009	Deadline for submitting written questions
December 29, 2009	Responses to written questions
January 11, 2010	RFP responses due by 3:00 P.M. Eastern Time
January 19, 2010	Deadline for initial evaluation of proposals
January 26, 2010	Completion of interviews with finalists
February 2, 2010	Notification of chosen vendor / Begin contract discussion
February 10, 2010	Finalize contract

Note: This Schedule of Events is subject to change.

IV. EVALUATION CRITERIA

Corporate Information

Evidence of corporate maturity, fiscal stability and full-time senior and intermediate staff resources to mount and execute a marketing program of this size and scope.

Account Services

Past, current and prospective services demonstrating capabilities to mount and execute a marketing program of this size and scope.

Account Team

Professional qualifications and work experience on similar project engagements of the account team members who will be primarily responsible for the majority of the work performed in the Scope of Services.

Action Plan for Scope of Services

An understanding of the Scope of Services to be performed and evidence of the capabilities and creativity necessary to perform the Scope of Services in a manner that is the most advantageous to CSPN.

Cost of Services

Evidence that services will be reasonably priced and provide a good value to CSPN.

V. CONTRACT TEMPLATE

Attachment B is a contract template that will be used to negotiate a final contract for this project. In your response, please include any major concerns you have with the template.

ATTACHMENT A: NATIONAL ASSOCIATION OF STATE TREASURERS COLLEGE SAVINGS PLANS NETWORK EXECUTIVE BOARD STRATEGIC PLAN

PURPOSE/MISSION

To provide a forum within NAST for our members to exchange information and ideas, and to foster initiatives and mobilize resources to promote and enhance college savings plans.

VISION

To be the leading national advocate for college savings plans to ensure that higher education is an affordable reality for all.

VALUES

- **Integrity:** CSPN members act in a manner that earns and justifies the trust of those we serve.
- **Aspiration:** CSPN members passionately believe in the importance of saving for higher education.
- **Professionalism:** CSPN members are competent and ethical in the fulfillment of our duties and responsibilities.
- **Innovation:** CSPN members strive to enhance opportunities to save for higher education.

CLIENTS/CUSTOMERS (Expectations)

[based on: degree to which the customers depend upon CSPN's services and support]

- Network membership (States; public sector)
- NAST
- Corporate Affiliates

Expectations

- Provide information and advice on CSP & programs
- Act as the leading national advocate for strengthening and enhancing CSP & programs
- Every customer will have a voice in decision making
- Provide an open forum in which issues & policies can be addressed & debated
- Develop consensus among customers for positions, policies, & initiatives

- Provide training and professional development
- Provide access to NAST & CSPN memberships
- Respect individual State's programs & autonomy

STAKEHOLDERS (Expectations)

[based on: degree to which the stakeholders are impacted by CSPN's success or failure]

- Federal decision makers, including Congress and regulators
- General Public
- Business Partners
- Nonmember States (with CSP and programs)

Expectations

- Provide information and advice on CSP & programs
- Act as a national advocate for strengthening and enhancing CSP & programs, especially 529

STRENGTHS (amount)

- Passionate commitment of members to the importance of saving for higher education
- Broad participation of State college savings programs within the Network
- Active participation of State Treasurers in the Network's initiatives
- Network leadership
- Depth of experience and knowledge among members and NAST/CSPN staff
- Opportunities for State members to help each other

WEAKNESSES

- Inadequate participation by and cooperation among members
- Insufficient communication within the Network and between members
- Insufficient State and Corporate Affiliate membership within the Network

- Perception by Corporate Affiliates that they are not valued members of the Network
- Limitations on funding for future initiatives

OPPORTUNITIES (impact)

- Increased interest by families in the importance of saving for higher education
- Increased awareness of college savings initiatives by the public and Congress
- Increased opportunities to work with other governmental agencies, financial groups, and businesses to increase awareness of college affordability
- Declining availability of student loans

THREATS

- Increased competition as the leading advocate for college savings plans and programs
- Uneven State oversight and control of college savings plans
- Adverse legislative, regulatory, and judicial decisions impacting college savings plans and programs
- Inadequate public awareness of college savings plans and programs
- Changes in State leadership and involvement

PRIORITIZATION CRITERIA

- Impact on the Network and its future
- Impact on college savings plans and programs
- Feasibility

STRATEGIC PRIORITIES

- Strengthen the Network's role as the leading source to frame national policy affecting college savings plans and programs.
- Establish the Network as the authoritative and objective source for the national media on college savings plans and programs.

ATTACHMENT A: NATIONAL ASSOCIATION OF STATE TREASURERS COLLEGE SAVINGS PLANS NETWORK EXECUTIVE BOARD STRATEGIC PLAN

- Promote public awareness of the value of saving for higher education.
- Increase membership in CSPN.
- Increase Network participation by members.

STRATEGIC GOALS (1-3)/ OBJECTIVES/ CRITICAL ISSUES/STRATEGIES

G1: Develop and implement a 5-year plan for achieving identified federal college savings initiatives by the end of Dec 2014.

(G1)OBJ 1: Develop a 5-year federal policy plan on college savings by 30 Nov 2008.

S1: Draft 5-year plan identifying college savings initiatives, preliminary resource requirements, and supporting strategies.

S2: Establish a rapid response capability to adjust plan due to adverse legislative, regulatory, and judicial actions

S3: Develop methods for assessing the plan's overall impact on college savings plans.

(G1)OBJ 2: Gain appropriate approval for the drafted 5-year plan by 30 Apr 2009.

S1: Gain appropriate CSPN membership support and approval for the plan.

S2: Gain appropriate NAST support and approval for the plan.

(G1)OBJ 3: Finalize and begin implementing plan by 30 Jun 2009.

S1: Refine and finalize plan.

S2: Begin plan implementation.

S3: Periodically assess outcomes and execution in order to adjust plan as required.

(G1)OBJ 4: Complete and assess the overall outcomes and impact of the plan by 31 Dec 2014.

S1: Assess the plan's outcomes and report results to membership and NAST.

G2: Develop and implement a 2-year national communications strategy by the end of Jan 2011.

(G2)OBJ 1: Develop a national communication strategy by 30 Nov 2008.

S1: Identify key stakeholders, key messages, messengers, and targeted media for implementing a national communications strategy.

[Key messages:

1) support for current resolutions (inclusion of computers, savers' credit, employers' incentives)

2) promote the ability to participate in 529 plans regardless of income

3) promote success, impact, and acceptance of 529 plans

4) promote CSPN as the official, objective source of information on 529 plans

5) TBD...]

S2: Identify resource requirements for implementing a national communications strategy, including establishing a rapid response capability to address significant developments or changes in the environment.

S3: Develop methods and timing for assessing the communications strategy's effectiveness and impact.

S4: Gain input, feedback, and initial support from Network members and NAST in developing a communications strategy.

S5: Draft a national communications strategy for consideration by Network membership.

(G2)OBJ 2: Gain approval for and begin implementing the Network's national communications strategy by 31 Jan 2009.

S1: Gain approval for the Network's national communications strategy.

S2: Begin implementing the Network's national communications strategy, including completing periodic assessments of messages, progress and outcomes.

(G2)OBJ 3: Complete and assess the overall outcomes and impact of the communications strategy by 31 Jan 2011.

S1: Assess the communications strategy's outcomes and report results to membership and NAST.

G3: Attain 100% membership of States sponsoring 529 plans, 100% of program and investment managers, and increase other Corporate Affiliate membership in CSPN to 20 by 30 Jun 2011.

(G3)OBJ1: Attain 100% membership of States sponsoring 529 plans and their program and investment managers by 30 Jun 2011.

S1: Develop and implement a plan that identifies and enhances the benefits of membership, including specifying how members can become involved in the Networks' activities.

(G3)OBJ2: Increase number of Corporate Affiliates, other than program and investment managers, to 20 by 30 Jun 2011.

S1: Develop and implement a plan that identifies and enhances the benefits of membership, including specifying how members can become involved in the Networks' activities.

ASSUMPTIONS

- Goals can be achieved without increasing member dues
- Each Executive Board member will actively participate in accomplishing at least one of the identified strategic goals of this plan
- There will be ongoing communication with the Network membership reviewing the progress toward each of the identified strategic goals

AGREEMENT NUMBER:

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT (the “Agreement”) is made and entered into as of the * day of *, 200*, by and between **NATIONAL ASSOCIATION OF STATE TREASURERS**, an affiliate organization of **THE COUNCIL OF STATE GOVERNMENTS** (together referred to hereinafter as “NAST”), 2760 Research Park Drive, Lexington, Kentucky 40511-8482, and **INSERT NAME**, **INSERT ADDRESS** (“CONTRACTOR”).

RECITALS

WHEREAS, NAST is a nonprofit organization headquartered in Lexington, Kentucky, that has received financial assistance for the **INSERT NAST PROJECT TITLE** (the “Project”) through award(s) from **INSERT AGENCY NAME(S)** (such funder(s), together with any other funder(s) from whom NAST may receive financial assistance for the Project subsequent to the commencement date of this Agreement, sometimes hereinafter referred to individually and collectively as the “Awarding Agency”); and

WHEREAS, CONTRACTOR is a nonprofit corporation headquartered in *, that is uniquely qualified to furnish the work specified herein in connection with the Project; and

WHEREAS, NAST desires to engage CONTRACTOR, as an independent contractor, to furnish the work specified herein in connection with the Project, and CONTRACTOR desires to accept such engagement, all on the terms herein contained;

NOW, THEREFORE, for and in consideration of the covenants, terms, conditions, and provisions set forth below and in the appendices attached hereto and made a part hereof, NAST and CONTRACTOR agree as follows:

ARTICLE 1
TERM

Section 1.1—Term. Unless extended or sooner terminated or cancelled in accordance with the terms hereof, the term of this Agreement shall commence on the date hereof and shall expire on *.

ARTICLE 2
SCOPE, CONTROL AND QUALITY OF WORK

Section 2.1—Scope of Work. NAST engages CONTRACTOR to furnish, and CONTRACTOR agrees to furnish to NAST, the work described in Appendix 1 which is attached to and made a part of this Agreement (the “Work”) at the times herein specified, it being understood and agreed that time is of the essence in performance.

Section 2.2—Control of Work. CONTRACTOR shall perform the Work as an independent contractor using CONTRACTOR’S own personnel, equipment, materials, supplies, facilities, and resources. NAST is interested only in the results to be achieved, and the conduct and control of the Work will lie with CONTRACTOR. Except as herein contemplated or specified, NAST will not control the means, method, mode or manner of CONTRACTOR’S performance. Except as herein contemplated or specified, or when necessary to coordinate effectively with NAST, the Work will be performed at a location of CONTRACTOR’S choice.

Section 2.3—Quality of Work. CONTRACTOR represents that CONTRACTOR has the knowledge, resources, staff, capacity, ability, training, skills, and experience to perform the Work at a professional level at or above average industry standards. CONTRACTOR warrants that the Work shall be completed in a workmanlike manner consistent with customary standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in this Agreement; shall be reasonably satisfactory to

NAST; and shall be fit for its intended use and particular purpose, of good quality, with no material errors or defects.

Section 2.4—CONTRACTOR’S Key Personnel. CONTRACTOR designates the following staff member (the “Coordinator”) to manage the Work and coordinate with NAST’s primary program staff during the term hereof:

Name: _____
Address: _____
Phone: _____
Fax: _____
E-Mail: _____

In addition to the Coordinator, the following personnel are considered to be essential to the Work to be performed hereunder and are designated as key: *

CONTRACTOR represents that the Coordinator and all other key personnel have the qualifications and experience to perform their functions in the manner contemplated and required by this Agreement. CONTRACTOR shall not reassign or replace key personnel, except for reasons beyond CONTRACTOR’s reasonable control, in which event CONTRACTOR shall replace any key personnel with personnel with commensurate skills and experience, and any such replacement shall be subject to NAST’s prior review and approval.

ARTICLE 3 **COMPENSATION AND RECORDS**

Section 3.1—Consideration. As full consideration for the Work, NAST shall pay CONTRACTOR the sum of * Dollars and * Cents (\$*) per hour; provided, however, that the consideration payable hereunder shall not exceed * Dollars (\$*) per day; and provided further that the total consideration payable under this Agreement shall not exceed the sum of * Dollars (\$*). CONTRACTOR agrees to accept such consideration as full compensation for completing the Work and to sign such waivers of lien, affidavits and receipts as NAST shall request in order to acknowledge payment.

Section 3.2—Expenses. The consideration specified in Section 3.1 hereof constitutes the full and complete consideration payable to CONTRACTOR for the Work, and NAST shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in the performance of CONTRACTOR’S obligations hereunder. Notwithstanding the foregoing, NAST shall reimburse CONTRACTOR for actual, direct, allowable, and reasonable travel expenses incurred by CONTRACTOR and required as part of the Work hereunder; provided, however, and anything contained herein to the contrary notwithstanding, that NAST shall not have an obligation to reimburse CONTRACTOR for any such expenses except to the extent they (i) have been approved in advance by NAST, (ii) comply with the Federal Travel Regulation System regulations contained in Subtitle F of Title 41 of the Code of Federal Regulations, and (iii) are properly documented by the submission of original invoices and receipts to NAST within thirty (30) days of incurring costs. Notwithstanding the foregoing, unless waived in writing by NAST, CONTRACTOR shall be reimbursed for lodging and subsistence costs on a per diem basis according to the applicable federal government per diem rates, and original receipts shall not be required for such costs. In no event will CONTRACTOR be reimbursed for the costs of entertainment, alcoholic beverages, first class airfare, rental cars without prior approval, meals and hotel costs exceeding the federal per diem rate, or dry cleaning. NAST reserves the right to disallow any items of travel expenses that it considers, in its sole discretion, to be unallowable or unreasonable to the performance of this Agreement. Anything contained herein to the contrary notwithstanding, in no event shall NAST be required to reimburse CONTRACTOR hereunder for total, cumulative travel expenses in excess of * Dollars (\$*).

Section 3.3—Invoices. On or before the * day of each calendar month, CONTRACTOR shall submit to NAST an invoice for the Work furnished and reimbursable travel expenses incurred during the immediately preceding calendar month during the term hereof. All invoices submitted hereunder shall be on the form

which is attached to and made a part of this Agreement as Appendix 2. CONTRACTOR shall fully and accurately complete such form and submit to NAST an original thereof, duly executed by CONTRACTOR'S authorized signatory, together with any and all required documentation. Following the submission of an invoice, CONTRACTOR shall promptly provide any clarification, supplementation or documentation requested by NAST.

Section 3.4—Payment. Subject to the provisions of this Agreement, including, without limitation, the provisions of this Section and Section 3.5 hereof, and subject also to NAST'S right to verify the accuracy of each invoice and the satisfactory performance of the Work evidenced thereby, NAST will make payment(s) to CONTRACTOR hereunder within thirty (30) calendar days after the later of NAST'S receipt of (i) each invoice from CONTRACTOR strictly conforming to the requirements of Section 3.3 of this Agreement, or (ii) all clarification, supplementation or documentation requested by NAST pursuant to the terms of Section 3.3. Anything contained herein to the contrary notwithstanding, NAST shall have no obligation to accept or pay any invoice submitted more than thirty (30) days after the expiration, termination or cancellation of this Agreement, nor shall NAST be required to pay the final invoice submitted hereunder prior to CONTRACTOR'S full and satisfactory performance of this Agreement, in accordance with all of the terms, covenants and conditions hereof.

Section 3.5—Conditions Prerequisite to Payments. Any other provision in this Agreement to the contrary notwithstanding, in addition to its other rights and remedies, NAST may, in its sole discretion, elect to withhold or reduce payments to CONTRACTOR hereunder in the event that (i) CONTRACTOR makes or has made any misrepresentation in this Agreement or in any information furnished to NAST in connection with this Agreement; (ii) CONTRACTOR breaches any covenant, warranty, term or condition contained in this Agreement, including, without limitation, the failure to submit Work conforming to the standards specified in Section 2.3 hereof; or (iii) NAST has reasonable grounds for insecurity with respect to CONTRACTOR'S performance under this Agreement.

Section 3.6—Audit and Inspection of Records. CONTRACTOR agrees that NAST, the Awarding Agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, including, without limitation, independent auditors, shall have the right of timely and unrestricted access to any and all books, documents, papers, and records of CONTRACTOR that are pertinent to this Agreement, in order to make audits, examinations, excerpts, transcriptions and copies. This right also includes timely and reasonable access to CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

ARTICLE 4 **RELATIONSHIP OF THE PARTIES**

Section 4.1—Independent Contractor Relationship. CONTRACTOR is an independent contractor, and nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or otherwise to create any liability for NAST whatsoever with respect to the indebtedness, liabilities, or obligations of CONTRACTOR or any other party. Neither CONTRACTOR nor any of CONTRACTOR'S employees, agents, representatives, or any person or entity acting by or through CONTRACTOR shall be considered or hold itself out as an employee, servant, agent, partner, joint venturer, or representative of NAST. NAST does not agree to use CONTRACTOR exclusively, and CONTRACTOR is free to contract for similar services to be performed for others while under contract with NAST.

Section 4.2—Taxes. CONTRACTOR shall be solely responsible for, and NAST shall have no obligation with respect to, the withholding and payment of federal, state, and local taxes, fees, and assessments of every kind and nature with respect to the Work performed and the consideration payable under this Agreement, including, without limitation, all income, FICA, unemployment and other payroll taxes. CONTRACTOR shall fully and timely withhold and pay all such taxes, assessments and fees, and shall timely file properly prepared tax returns with respect thereto. CONTRACTOR shall furnish to NAST, upon request, a certificate or other evidence of compliance with all federal, state, and local laws concerning such taxes, assessments and fees. CONTRACTOR represents that CONTRACTOR has delivered to NAST

a current, executed, original IRS Form W-9; that the information contained on such form is true, correct and complete; and that the person executing such form on behalf of CONTRACTOR has full power and authority to do so.

Section 4.3—Benefits. Neither CONTRACTOR nor any of CONTRACTOR’S employees, agents, representatives, or any person or entity acting by or through CONTRACTOR shall have any claim against NAST under this Agreement or otherwise for vacation pay, sick pay, holiday pay, retirement or pension benefits, social security, worker’s compensation, health or disability benefits, life insurance, unemployment insurance benefits, or employee benefits of any kind or nature whatsoever. CONTRACTOR shall provide and maintain all worker’s compensation, unemployment insurance, and employee benefits required by law.

ARTICLE 5

PROPERTY RIGHTS AND PUBLICATIONS

Section 5.1—Right, Title and Interest. CONTRACTOR hereby grants to NAST, and to NAST’S successors, assigns, and licensees, permission to record, by any means, all speeches and presentations made by CONTRACTOR, or others on behalf of CONTRACTOR, as part of the Work hereunder. The Work and all data, reports, research, content, programs, information, speeches and presentations (together with all handouts, outlines and ancillary materials), articles, papers, documents, products, recordings (including, without limitation, recordings made by NAST pursuant to this Section), materials (including, but not limited to, written or electronically stored materials or ideas), and other original works of authorship fixed in a tangible medium of expression, that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented or modified by CONTRACTOR, or others on behalf of CONTRACTOR, as part of or in connection with the Work to be performed or furnished under this Agreement (collectively referred to as "Developments") are to be considered works made for hire as that term is defined in Section 101 of the Copyright Act (17 USC § 101) and shall be the sole and exclusive property of NAST, without any further consideration paid to CONTRACTOR. To the extent that the Work and the Developments may not be considered works made for hire, or to the extent that the preceding sentence is declared invalid either in substance or purpose, in whole or in part, CONTRACTOR hereby irrevocably transfers, grants, conveys, assigns, and relinquishes exclusively to NAST, and to NAST’S successors, assigns, and licensees, all right, title, and interest in and to the Work and the Developments, including, without limitation, all copyright, patent, trademark, trade secret, trade name, and other intellectual property rights, without the necessity of further consideration; and CONTRACTOR forever waives any and all rights relating to the Work and the Developments, including, without limitation, any and all rights arising under 17 USC § 106A or any other rights of attribution, identification or authorship or rights of approval, restriction, or limitation on use or subsequent modifications. CONTRACTOR shall execute such further documents and instruments and take such further actions as NAST may reasonably request in order fully to vest, perfect, and record NAST’S right, title and interest in and to the Work and the Developments, including, without limitation, all reasonable assistance to enable NAST to prepare, file and prosecute any United States or foreign application for all types of patents, trademarks or copyright registrations that NAST deems appropriate.

CONTRACTOR further authorizes NAST and NAST’S successors, assigns and licensees to use, without further consideration, CONTRACTOR’S name, likeness, voice, photograph, and biographical data in all forms and media, including, without limitation, composite or modified representations, in connection with the use, publication and promotion of any aspect of the Work and the Developments. CONTRACTOR waives the right to inspect or approve versions of CONTRACTOR’S image or biographical data used for publication or the written copy that may be used in connection therewith and forever releases NAST and NAST’S successors, assigns, and licensees from any and all claims that may arise regarding the use of CONTRACTOR’S name, likeness, voice, photograph or biographical data including, without limitation, any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, rights of privacy, trademark or copyright.

Anything contained herein to the contrary notwithstanding, it is understood and agreed that this Agreement is funded by federal funds, and that the federal Awarding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work and the Developments for federal

purposes, and to authorize others to do so. Notwithstanding any provision of this Agreement, unless waived by the federal Awarding Agency, the federal government has the right to obtain, reproduce, publish or otherwise use the data first produced under an award, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. Nothing contained herein shall be construed to abridge, modify or limit the rights of the federal government in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal Awarding Agency.

Section 5.2—Proprietary Representations and Warranties. CONTRACTOR represents and warrants that neither the Developments, the Work, the performance of CONTRACTOR'S obligations hereunder, nor the exercise of the rights herein granted to NAST shall violate or infringe any statutory, common law, proprietary, contractual or personal rights of others (including, without limitation, any copyrights, privacy rights, patents, trademarks, trade names or trade secrets); that the Developments and the Work shall be factually accurate and contain no matter libelous, slanderous, defamatory or otherwise unlawful; that the Developments and the Work shall be CONTRACTOR'S own original work or that CONTRACTOR shall have obtained all necessary permissions from any persons, entities or organizations whose materials are included in the Developments or the Work; that CONTRACTOR has full power to grant the rights herein granted to NAST; that CONTRACTOR has not previously granted any rights adverse to the rights herein granted to NAST; and that there are no rights outstanding which would diminish, encumber, or impair the full enjoyment or exercise of the rights granted by CONTRACTOR to NAST and NAST's successors, assigns, and licensees.

Section 5.3—Confidentiality. NAST shall have the sole right to determine the treatment of the Work and the Developments, including, but not limited to, the right to keep the same as a trade secret; to use, disclose, and publish the same without prior patent application or copyright registration; to file the same in its own name or the name of an affiliate; or to follow any other procedure which NAST may deem appropriate. CONTRACTOR acknowledges and agrees that the Work and the Developments are confidential and proprietary trade secret information of NAST, protected by law and of substantial value to NAST. CONTRACTOR shall take reasonable precautions to protect the confidentiality of the Work and the Developments and shall not disclose the Work or the Developments to any third party or use the same in any way, for CONTRACTOR'S own account or the account of any third party, except as expressly permitted by or required to achieve the purposes of this Agreement. Anything contained herein to the contrary notwithstanding, CONTRACTOR shall not be liable for any disclosure which (i) is or becomes within the public domain or is or becomes otherwise generally known to the public through no breach of this Agreement, (ii) is disclosed with the prior written approval of NAST, (iii) is permitted or required to be disclosed pursuant to the express terms of this Agreement, or (iv) is required by law to be disclosed, but only after NAST has been notified in writing and provided an opportunity to take appropriate action to protect its legal interest in the Work and the Developments.

Section 5.4—News Releases. As a matter of policy, NAST does not endorse the products or services of its contractors. CONTRACTOR will not make any news releases concerning this Agreement or CONTRACTOR'S performance of the Work hereunder without the prior written approval of NAST, it being understood and agreed that NAST shall have no obligation to grant such approval.

Section 5.5—Publications. All Work and Developments, including, without limitation, written, visual, and audio publications and promotional materials, that are required or permitted to be published by CONTRACTOR (the "Published Materials") shall reflect the relationship among CONTRACTOR, NAST and the Awarding Agency, and shall contain the following statement in legible, easily readable print:

*This * is funded by an award to The Council of State Governments from INSERT NAME OF AWARDING AGENCY. Funding is not an endorsement of any products, opinions, or services. All INSERT NAME OF AWARDING AGENCY funded programs are extended to the public on a non-discriminatory basis.*

All Published Materials shall conform to the format, design, content and approach of all other materials prepared in connection with the Project, and CONTRACTOR shall ensure that the Published Materials conform to any templates and guidelines that NAST may supply with respect thereto. CONTRACTOR shall provide to NAST (i) a draft copy of all Published Materials for review and approval prior to publication or distribution, and (ii) a final copy of all Published Materials immediately following publication or distribution. Unless otherwise specified by NAST, draft and final copies of Published Materials shall be furnished to NAST in both electronic and hard copy.

Section 5.6—Irreparable Injury. The parties agree that CONTRACTOR’S breach of CONTRACTOR’S obligations under this Article 5 will result in irreparable and continuing injury and damage to NAST for which there will be no adequate remedy at law, entitling NAST to injunctive relief and a decree for specific performance, together with such other relief as may be proper (including monetary damages).

ARTICLE 6

AUTHORITY, COMPLIANCE WITH LAW, ASSURANCES AND CERTIFICATIONS

Section 6.1—Authority. CONTRACTOR represents and warrants that CONTRACTOR is a corporation duly organized, validly existing and in good standing under the laws of the state of *; that it has all requisite power and authority to enter into and perform this Agreement; and that the person executing this Agreement on behalf of CONTRACTOR has full power and authority to do so and to bind CONTRACTOR hereto.

Section 6.2—Compliance with Law. CONTRACTOR shall, at CONTRACTOR’S sole cost and expense, procure and maintain in full force and effect all licenses, authorizations, waivers, permits, qualifications and certifications required to perform the Work and shall fully comply with, and, subject to the provisions of Section 9.5 hereof, shall include in any permitted subcontracts hereunder provisions requiring compliance by CONTRACTOR’S subcontractors with, all applicable federal, state, and local laws, rules, regulations, orders, policies and requirements.

Section 6.3—Nondiscrimination Requirements and Equal Employment Opportunity. NAST is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, and 60-741.5 are herein incorporated by reference. CONTRACTOR will not discriminate against any employee or applicant for employment or subcontractor or bidder because of age, race, color, religion, sex, sexual orientation, ancestry, national origin, or mental or physical disability, and CONTRACTOR shall comply with the provisions of Titles VI and VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, and E.O. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339), as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Subject to the provisions of Section 9.5 hereof, CONTRACTOR shall include in any permitted subcontracts hereunder a provision requiring compliance by CONTRACTOR’S subcontractors with the provisions of this Section.

Section 6.4—Americans with Disabilities Act Requirements. NAST is fully committed to the Americans with Disabilities Act (“ADA”) which guarantees nondiscrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all NAST programs, activities and services. CONTRACTOR acknowledges CONTRACTOR’S commitment to, and agrees to comply with, the ADA and, subject to the provisions of Section 9.5 hereof, to require compliance by CONTRACTOR’S subcontractors therewith.

Section 6.5—Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). CONTRACTOR represents that CONTRACTOR has signed the certification appended hereto and made a part hereof as Appendix 3, and CONTRACTOR agrees that the provisions of Section 6.9 hereof apply to such certification. In this certification, each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. CONTRACTOR shall comply, and subject to the provisions of Section 9.5 hereof, shall require CONTRACTOR'S subcontractors hereunder to comply, with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Section 6.6—Debarment and Suspension (Executive Orders 12549 and 12689). No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees. CONTRACTOR represents that CONTRACTOR has signed the certification attached hereto and made a part hereof as Appendix 3, and CONTRACTOR agrees that the provisions of Section 6.9 hereof apply to such certification. CONTRACTOR shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Section 6.7—Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. CONTRACTOR shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal Awarding Agency and the Regional Office of the Environmental Protection Agency ("EPA"). Subject to the provisions of Section 9.5 hereof, CONTRACTOR shall include in any permitted subcontracts hereunder which exceed \$100,000 a provision requiring compliance by CONTRACTOR'S subcontractors with the provisions of this Section.

Section 6.8—Rights to Inventions Made under a Contract or Agreement. If this Agreement is for the performance of experimental, developmental, or research work, the rights of the federal government, NAST and CONTRACTOR in any resulting invention shall be in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal Awarding Agency.

Section 6.9—Federal Funding Assurances and Certifications. As a recipient of federal funding, CONTRACTOR makes to NAST, as covenants, representations, and warranties hereunder, the assurances and certifications contained in Appendix 3 which is attached to and made a part of this Agreement (the "Assurances and Certifications"). For purposes of this Agreement, the terms "applicant" or "applicant organization" as used in the Assurances and Certifications shall mean and refer to CONTRACTOR, and the term "awarding agency" as used in the Assurances and Certifications shall mean and refer to NAST as well as to the federal Awarding Agency. Subject to the provisions of Section 9.5 hereof, CONTRACTOR shall require CONTRACTOR'S subcontractors hereunder to execute the Assurances and Certifications.

ARTICLE 7 **INDEMNIFICATION AND INSURANCE**

Section 7.1—Indemnification. To the fullest extent permitted by law, CONTRACTOR shall forever indemnify, defend and hold harmless NAST, NAST'S officers, directors, employees, representatives, agents, licensees, members and affiliates, and each of its or their heirs, personal representatives, successors and assigns, from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost and expense (including reasonable attorney fees and court costs), of whatever kind or nature, which may be asserted against or suffered or incurred by the foregoing indemnitees, or any of them, and which arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation or term by CONTRACTOR hereunder, or by reason of any

act or omission of CONTRACTOR or CONTRACTOR'S officers, employees, subcontractors, representatives or agents in the performance of the Work.

Section 7.2—Insurance. Without limiting CONTRACTOR'S obligations under Section 7.1 hereof, CONTRACTOR shall, at CONTRACTOR'S sole expense, procure, maintain and keep in full force and effect during the term hereof the following insurance coverage: (i) workers' compensation insurance (including a stop gap endorsement and an all states endorsement) in an amount required by law, but no less than \$500,000 per accident; (ii) employer's liability insurance (with no occupational disease exclusion) with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury, disease and property damage; (iii) comprehensive general liability insurance (covering, without limitation, liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract) with coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage; (iv) comprehensive automobile liability insurance for owned, hired, and non-owned vehicles used in performance of the Work, with a minimum combined single limit of \$1,000,000 for bodily injury and property damage; (v) professional liability (errors and omissions) insurance (with no copyright infringement exclusion) with a minimum combined single limit of \$1,000,000 per claim; and (vi) all other insurance required by federal, state and local laws. All insurance coverage shall be on an occurrence basis; provided, however, that if coverage is available only on a claims made basis, then, anything contained herein to the contrary notwithstanding, CONTRACTOR shall continue to keep such insurance in force for a period of three (3) years following the termination, expiration, or cancellation of this Agreement. Each policy shall be issued by a nationally recognized insurance company rated by A.M. Best as "A- VII" or better and shall name NAST as an additional insured. Coverage and insurance limits shall not be reduced, altered or discontinued during the term of this Agreement or, in the case of claims made coverage, for a period of three (3) years hereafter. Upon request, CONTRACTOR shall promptly provide NAST with certificates of insurance from CONTRACTOR'S insurance carriers.

ARTICLE 8

TERMINATION, CANCELLATION, AND WINDING UP

Section 8.1—Termination due to Unavailability of Funding. This Agreement is, at the option of NAST, subject to and contingent upon NAST'S continuing receipt of funds from the Awarding Agency for the purposes set forth herein. If, for any reason, such funds are not granted or appropriated or are withdrawn, discontinued, limited, impaired, reduced, cancelled, or otherwise made unavailable, in whole or in part, NAST may terminate this Agreement, in whole or in part, effective immediately upon written notice to CONTRACTOR (or any date specified therein).

Section 8.2—Cancellation for Cause. In the event that CONTRACTOR (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court, (ii) makes any misrepresentation hereunder or breaches any warranty, covenant, obligation or term hereof, including, without limitation, the failure satisfactorily to perform the Work within the time requirements specified in this Agreement, or (iii) takes or omits to take any action that endangers the timely and satisfactory performance of the Work, then NAST may, in addition to and not in limitation of all other rights and remedies specified in this Agreement or available at law or in equity, cancel this Agreement for cause. Cancellation under this Section 8.2 shall be effective upon written notice to CONTRACTOR (or any date specified therein), provided that such cancellation may be exercised only after notice of default or breach to CONTRACTOR and the subsequent failure of CONTRACTOR, within five (5) business days of such notice, to provide evidence, satisfactory to NAST, that the declared default or breach has been corrected.

Section 8.3—Termination for Force Majeure. This Agreement is subject to any unforeseeable circumstance beyond the reasonable control of, and without fault or negligence of, a party which makes it illegal or impracticable for such party to perform its material obligations hereunder ("an event of force majeure"), including, without limitation, acts of God, war, national emergency, terrorism and/or responses thereto, government regulations, strikes, and civil disorder. Upon the occurrence of an event of force majeure, this Agreement may be terminated effective upon written notice from the affected party to the other.

Section 8.5—Winding Up. Upon termination of this Agreement pursuant to Sections 8.1, 8.3, or 8.4 hereof, or cancellation of this Agreement pursuant to Section 8.2 hereof, CONTRACTOR shall (i) not be entitled to, and hereby waives all claims to, compensation, damages, costs or profits related to Work not performed due to such termination or cancellation; (ii) except in the case of termination by CONTRACTOR under Section 8.3 hereof, satisfactorily complete Work in progress at the compensation specified herein (or a pro rata basis if necessary) if so requested in writing by NAST; and (iii) promptly execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by NAST. Upon termination, expiration or cancellation of this Agreement, for any purpose, CONTRACTOR shall immediately deliver to NAST all copies of the Work and the Developments, together with a report of Work completed, or in progress, through the date of termination, expiration or cancellation. CONTRACTOR shall not be entitled to withhold performance of CONTRACTOR'S obligations under this Section 8.5 on the basis of any claim for failure to pay accrued compensation hereunder.

Section 9.1—Notices. All notices or other communications required by this Agreement or given in connection with it shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, delivered by telephonic facsimile with simultaneous regular mail, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted, and addressed as follows (or to such other address as either party may specify to the other party by written notice):

If to CONTRACTOR: INSERT NAME
 INSERT ADDRESS
Attn: *
Fax: *
Phone: *
E-mail: *

Section 9.2—Construction and Severability. Captions used in this Agreement are provided for convenience of reference only and shall not be used to construe meaning or intent. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the single number or vice versa in any place in which the context may require such substitution. The parties waive application of the principle of contract construction that ambiguities are to be construed against a contract’s drafter, and agree that this Agreement is their joint product. All of the clauses of this Agreement are distinct and severable, and if any clause shall be declared illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.

Section 9.3—Governing Law and Jurisdiction. This Agreement shall be governed by, construed, and enforced in accordance with the laws of *, without giving effect to any conflicts principles that would require the application of the law of any other jurisdiction. For any action or proceeding arising out of or related to this Agreement, sole and proper jurisdiction and venue shall be in *, and CONTRACTOR consents to the jurisdiction and venue of the state and federal courts located in * for enforcement of this Agreement.

Section 9.4—Waivers and Remedies. A waiver of any covenant, term, or condition of this Agreement shall be valid only if in writing, duly executed by the party to be bound thereby. No waiver of any covenant, term, or condition of this Agreement shall be construed to be a waiver of any other covenant, term or condition, nor shall it be construed to constitute a waiver of any subsequent or continuing breach of the same covenant, term or condition. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Agreement or by law or in equity. Anything contained herein to the contrary notwithstanding, IN NO EVENT SHALL NAST OR ITS EMPLOYEES, OFFICERS OR DIRECTORS BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, OR LOST OPPORTUNITY COSTS), REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

Section 9.5—Assignment. CONTRACTOR shall not, by operation of law or otherwise, assign, transfer or subcontract all or any portion of CONTRACTOR’S rights or obligations under this Agreement without the prior written consent of NAST, it being understood and agreed that NAST shall be under no obligation to grant such consent.

Section 9.6—Survival. Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, warranties, covenants, terms and provisions contained in Section 2.3, Article 3, Article 4, Article 5, Article 6, Article 7, Section 8.5, and Article 9 hereof shall remain in effect and shall survive the termination, expiration or cancellation of this Agreement, whether by expiration of time, operation of law or otherwise.

Section 9.7—Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the provisions of Section 9.5 hereof, their respective heirs, personal representatives, successors and assigns.

Section 9.8—Entireties. This Agreement, which includes Appendices 1 through 3 hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, that may have been made in connection with the subject matter hereof. No modification or amendment of this Agreement shall be binding unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**NATIONAL ASSOCIATION OF STATE
TREASURERS**

INSERT CONTRACTOR’S NAME

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

AGREEMENT NUMBER:

APPENDIX 1
Scope of Work and Deliverable Timeline

CONTRACTOR shall perform and furnish to NAST, in accordance with the schedule specified below, the following Work:

INSERT DESCRIPTION OF WORK AND DELIVERABLE TIMELINE

AGREEMENT NUMBER:

APPENDIX 2
Form Invoice

AGREEMENT NUMBER:

APPENDIX 3
Assurances and Certifications

CONTRACTOR makes the assurances and certifications contained in *. CONTRACTOR has executed the foregoing form(s) as a part of this Agreement, and the executed form(s) is/are attached to and made a part of this Appendix 3.

ATTACH SIGNED ASSURANCES AND CERTIFICATIONS