



May 8, 2023

Building a Culture of Engagement and Strengths at Bibb County School District

Submitted to:

Dan Sims

Superintendent

Bibb County School District

484 Mulberry Street

Macon, GA, 31201

United States

Dan.Sims@bcsdk12.net

Submitted by:

Janet Gibbon

Associate Director of Strategic Partnerships,
Education

Gallup, Inc.

945 East Paces Ferry Road, NE, Suite 2400

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United States

404-267-7731

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Scope of Services

The original Scope of Services (the “Services”) is between Gallup, Inc. (“Gallup”) and Bibb County School District (“Client”) entered into on 7/25/2022 (“Effective Date”). The below contractual agreement is for Year 2 of the original contract for services beginning 7/25/2023.

Modifications to the Services shall require a written Change Order. Such Change Order shall set forth in detail the changes, including, but not limited to, price and timeline adjustments required to modify the Services. Under no circumstances shall any Change Order be effective until executed by an authorized representative of each party.

This Scope of Services together with the General Business Terms attached hereto, constitutes the entire agreement between Gallup and Client and supersedes all other oral and written representations, understandings or agreements related to these Services.

Client Project Manager(S): Dan Sims . Gallup shall be responsible for reporting to Client Project Manager. Gallup will not make any changes to the Scope of Services without the written approval of Client Project Manager. Written approval may be in the form of email, fax or written Change Order.

Gallup Project Manager: Janet Gibbon. Client Project Manager shall make any request for changes to the Scope of Services to Gallup Project Manager. Gallup shall not be responsible for making any changes not directed to Gallup’s Project Manager.

Project Term

The project term will run for 1 year(s) from the date of contract execution or 7/25/2023, whichever is later and will automatically renew for year 3 with a written renewal confirmation via email within 30 days prior to the renewal date of the contract.

July 21, 2022 – Dec. 31, 2022	Term 1 (Completed)
Jan 1, 2023 – Dec. 31, 2023	Term 2
Jan 1, 2024 – Dec. 31, 2024	Term 3
Jan 1, 2025 – July 20, 2025	Term 4

Gallup has relied on information provided by Client in defining the Services and determining the pricing for such Services. Gallup will rely on this information as being accurate and complete. Any discrepancy in the information provided by Client may change the Scope of Services and/or the pricing. Gallup will notify Client upon discovering a discrepancy in the information provided by Client and inform Client of the impact on the Scope of Services, timeline and pricing of the Services.

Should Client suspend or delay services for more than 60 days that is not caused by a Force Majeure event, Gallup shall be entitled to receive a fee up to 10% of the annual contract price to compensate Gallup for underutilized resources that have been planned for Client’s work.

Project Deliverables:

Products:

Gallup Access - CliftonStrengths Subscription

- Employee Strengths Portal Access:
 - Assessment
 - Standard Reporting
 - Advice & Learn
- Code management and team management
- Team Reporting:
 - Team Strengths Grid
 - Team Theme Ranking
 - Team Theme Frequency
- Search Functionality
- Technical (Help Desk) Support
- Self-installation (webinar)

Gallup Access - CliftonStrengths Subscription

The subscription for Client includes Gallup's web-based CliftonStrengths platform. It includes CliftonStrengths results, resources, and reporting. CliftonStrengths assessments sold separately.

Project Support and Resources

- Gallup will provide one virtual orientation for Client Administrators per year, planned for 1 hour.
- Standard set of CliftonStrengths resources and recommendations for communication included.

Platform Features

- Access to CliftonStrengths results (Assessments sold separately)
 - Self-Administered migration of results from a Gallup Access Consumer account to a Gallup Access Client account at no additional cost.
 - Gallup-assisted migration of results from a Gallup Access Consumer account to a Gallup Access Client account for additional fee per migration request.
 - Gallup managed migration of previous results from Gallup Online at no additional cost. Note: This migration will move ALL previous results from Gallup Online to Gallup Access.
- Unlimited manager access to learning and advice resources.
- Unlimited use of the action planning tools.
- Unlimited use of companion mobile app.
- Unlimited use of code management and team management tools.
- Unlimited use of team CliftonStrengths reporting:
 - Team Grid
 - CliftonStrengths Domain
 - Theme Frequency
 - Search functionality
- Two Client Administrator seats (additional seats available for a fee) include the following roles:
 - Client User Administrator (ability to add and manage overall system users).
- Unlimited system-level roles, includes the following roles:
 - Code Administrator
 - Code Distributor
 - CliftonStrengths Manager
 - Team Administrator/Reader/Creator
 - Action User
- Technical (Help Desk) Support.
- English is the default language for assessments and communications -- with the option to use other languages already programmed in Gallup Access.
- Client will be responsible for translation of custom assessment invites.

Optional

- Single Sign-On functionality for an additional fee
- Standard CliftonStrengths API to the Gallup Access platform available for additional fee. This API either pushes or pulls CliftonStrengths themes (not reports) into Client site.

Year 1 (Completed)

CliftonStrengths Discovery: Your Unique Strengths - Half Day (Principals and Expanded Cabinet)

- Living your best life begins when you tap into your unique talents. Gallup's CliftonStrengths Discovery: Your Unique Strengths course provides insights that will change the way you work and will impact the rest of your life. You will learn how to identify what you do best and how to maximize your potential by using your CliftonStrengths. Gallup research proves that people succeed when they focus on what they do best. When they use their strengths, people are more productive, perform better and are more engaged. The challenge is that people often take their most powerful talents for granted, and many are not fully aware of them.

This half-day course is available in two instructor-led formats: • in-person course • virtual via Zoom

CliftonStrengths Discovery: Strategies for Your Success - Half Day (Principals and Expanded Cabinet)

- Understanding one's natural talents is just the beginning of the strengths discovery journey. Gallup's CliftonStrengths Discovery: Strategies for Your Success course builds on participants' foundational awareness of their strengths to help them identify ways to intentionally invest in their innate talents to apply in their work and life. Who Should Attend Being aware of your CliftonStrengths isn't enough. This program is for individuals who want to continue their strengths journey by learning how to focus on and invest in their dominant talents through integration into their daily activities. What You Can Expect During this course, participants will get new strategies to help them apply their talents to increase their effectiveness in their work and life. During this course, participants will: • learn to navigate and manage themes at the bottom of their strengths profile • develop an understanding of how their dominant CliftonStrengths themes work together • develop strategies to help them use their strongest CliftonStrengths to accomplish specific targets, goals and aspirations • think about how they can combine their talents with others' to achieve greater success

This half-day course is available in two instructor-led formats: • in-person course • virtual via Zoom

Creating an Engaging Workplace for Managers - Half Day (Principals)

- The Creating an Engaging Workplace Course for Managers incorporates findings from Gallup's extensive, ongoing research into how managers and teams build and maintain high levels of engagement. The course provides managers with insights into how they can increase productivity and success by working with a focus on engagement.

This is a half-day, instructor-led course.

EDUCATION Gallup Global Strengths Course

- Learn how to find human potential — and then switch it on. In the Gallup Global Strengths Coach course, you will learn how to coach people to know themselves better, form

stronger teams, excel in their career and perform better than ever before.

This course is offered on-site and for up to 19 participants.

Year 2

Building Accountability for Engagement Managers - Half Day (Principals and Expanded Cabinet)

- The culture that managers and their teams build is instrumental to their success. It either facilitates and supports their success or inhibits and undermines it. The half-day Building Accountability for Engagement Course for Managers incorporates findings from Gallup's extensive, ongoing research into how managers build and maintain high levels of engagement and performance by understanding their team's trending data and through frequent and meaningful conversations. This course introduces new concepts such as Gallup's Accountability Index scores, trending data and how to use coaching conversations to connect, align, direct, motivate and engage team members every day.

This is a half-day, instructor-led course.

Year 3

Developing Performance: Five Conversations that Drive Performance - Half Day

- Employees today demand more from their manager and company. They want meaningful work and managers who care for them as people by providing ongoing communication, clear work expectations, and opportunities to learn and grow. Yet, Gallup research shows that the vast majority — 74% — of employees receive feedback about their performance only once a year or less. During this half-day session, managers learn how to lead the five key conversations that drive performance of employees and teams. Gallup's coaching conversations provide managers with a framework for putting into practice the core principles of performance development, ensuring that they position both employees and teams to achieve their goals.

This is a half-day, virtual instructor-led course.

Years 1-3 Deliverables – Year 1 is Complete

CliftonStrengths for Teams (Years 1-3)

- Team members who know each other's strengths more effectively relate to one another, avoiding potential conflicts and increasing group cohesion. Strengths-based development immediately changes team conversations. It creates more positive dialogue and boosts the team's overall engagement and performance. People who use their strengths every day are six times more likely to be engaged on the job. Teams that focus on strengths every day have 12.5% greater productivity. Teams that receive strengths feedback have 8.9% greater profitability. This course provides team members with insights and practical tools they can use to build a strengths-based team.

This is a half-day, instructor-led course.

CliftonStrengths for Teams (Years 1-3)

- Team members who know each other's strengths more effectively relate to one another, avoiding potential conflicts and increasing group cohesion. Strengths-based development immediately changes team conversations. It creates more positive dialogue and boosts the team's overall engagement and performance. People who use their strengths every day are six times more likely to be engaged on the job. Teams that focus on strengths every day have 12.5% greater productivity. Teams that receive strengths feedback have 8.9% greater profitability. This course provides team members with insights and practical tools they can use to build a strengths-based team.

This is a half-day, instructor-led course.

Engagement Impact Planning

- These 1:1 strategic planning sessions with principal managers and a senior Gallup consultant will allow for individual local level school data to be reviewed and actionability and strategic planning for the principal manager to take place. The 1:1 sessions will support employee engagement through a strengths-based approach.

Years 1-3 Implementation for Employee Engagement -- *Year 1 is Complete*

Communication Plan

- A Gallup expert will share Gallup's communication guide and best practices during a one-hour call, providing pre- and post-survey examples for leadership, with a final deliverable of customized invites and reminders.

Custom Timeline + Kickoff Call

- A custom timeline is created and shared with the client in a 1 hour call with a Gallup survey program implementation consultant.

Leadership Results Briefing Session

- During the Engagement Results Leadership Team Session, a Gallup consultant meets with the leadership team to discuss insights into the organization's Q12 engagement results and Gallup Student Poll results. The consultant helps executive team members focus on the importance of their leadership roles in creating a culture of engagement and identify their organization's key performance goals and next steps.

Member Engagement Impact Planning – 1:1 Strategic Discussions with Principal Managers

- In this one-hour telephone call, a Gallup expert will review your survey results and provide ideas, answers, and solutions to help develop and implement the best impact plan for your congregation.

Survey Build in Gallup Access

- Gallup will take the finalized list of questions from the client and build the survey in Gallup Access with the appropriate branching logic, scale values, database questions, etc. Gallup

will program the standard text for invite and reminder emails (no customization), and Gallup will program the translations for the survey, if provided by the client. All of this will be sent through Gallup's Quality Assurance process to ensure accuracy.

Survey Field Period Implementation

- Gallup will launch the survey, send out reminders and close the survey on dates determined by the client.

User Roles & Results Rollout

- Gallup will configure the permissions (or roles) for multiple user groups for the client and release reporting results at an agreed upon schedule.

Respondent List Consulting

- Gallup will check, verify, and clean the Respondent File (Employee List) that is submitted by the client for their upcoming engagement survey. Gallup will ensure that all required fields are present and that the data within each is valid based on various criteria. Gallup will also load the Respondent File into Gallup Access once the file is cleaned and signed off on by both parties.

Questionnaire Design

- Gallup will complete a one to 30-min interview with the key client contact and one to 30-min interview with the executive champion to discuss key initiatives, goals, and objectives, with a final deliverable of a follow up call to walk through suggestions and provide recommended questionnaire design.

Gallup Access - CliftonStrengths Subscription

- Employee Strengths Portal Access:
 - Assessment
 - Standard Reporting
 - Advice & Learn
- Code management and team management
- Team Reporting:
 - Team Strengths Grid
 - Team Theme Ranking
 - Team Theme Frequency
- Search Functionality
- Technical (Help Desk) Support
- Self-installation (webinar)

Gallup Access – Workplace Survey Subscription (EDU)

- For 3800 employees.

Investment Summary

Year 1 (COMPLETE)

Employee Engagement Survey and Implementation
Leadership Results Briefing
Gallup Student Poll Survey for Students
1:1 Discussions w Regional Supts
Creating an Engaging Workplace Half Day-Principals
Engaging Leader Workshop for Cabinet (to be carried over into Year 2)
Monthly Strategy Meetings
Keynote (to be carried over into Year 2)
CliftonStrengths Platform
Cabinet Full 34
Executive Coaching Call Series
Team Blend Session for Cabinet
CliftonStrengths Discovery Day for Principals and Expanded Cabinet
Gallup Global Strengths Coach Certification Cohort
CliftonStrengths Your Unique Strengths for Principals/ Expanded Cabinet
Strengths-Based Leadership Session for Cabinet

Year 1 Sub-total:

\$242,750.00

Year 2

Employee Engagement Survey and Implementation
Leadership Results Briefing
Gallup Student Poll Survey for Students
1:1 Discussions w Regional Supts
Building Accountability for Managers Workshop (Principals)
Principal One Pagers for Area Superintendents
Cabinet Engagement Session Workshop
Monthly Strategy Meetings
2 Keynotes
CliftonStrengths Platform
Executive Coaching Call Series
2 Strengths Team Blend Sessions for Cabinet
CliftonStrengths Top 5 Codes for up to 3k Employees
Bi-Annual Certified Coach Cohort Workshop and Learning
Engaging Leader Workshop for Cabinet

Year 2 Sub-total:

\$207,538.00

Year 3

Employee Engagement Survey and Implementation
Leadership Results Briefing
Gallup Student Poll Survey for Students
1:1 Discussions w Area Supts/Principal Managers
Five Conversations that Drive Performance Workshop (Principals)
Principal One Pagers for Area Superintendents
Cabinet Engagement Session Workshop
Monthly Strategy Meetings
Keynote
CliftonStrengths Platform
Executive Coaching Call Series
2 Strengths Team Blend Sessions for Cabinet
Bi-Annual Certified Coach Cohort Workshop and Learning

Year 3 Sub-total:

\$170,238.00

Project Billing Schedule:

\$242,750.00 for year 1 will be invoiced upon signature (COMPLETE)

\$207,538.00 for year 2 will be invoiced on July 21, 2023

\$170,238.00 for year 3 will be invoiced on July 21, 2024

Additional Clauses:

Gallup Access Subscriptions:

The Service Fee for the Gallup Access Platform is based on a pre-paid annual subscription and no refunds will be given for cancellations of partial years.

Gallup monitors unique and individual email addresses of employees. As such, there will be a pro-rated charge per employee should the sample size exceed the contracted number of employees for the organization.

Strengths Purchases:

You may not copy or republish Content from the website or Strengths Coaching Kit materials, except for those items included on the Strengths Coaching Kit portable media device (DVD or USB flash drive). In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made.

The individual who participated in the Clifton StrengthsFinder or BP10 assessment owns his or her results, regardless of whether the individual purchased the Access Code or the Access Code was purchased for his or her benefit. Only this individual can give permission to share his or her results. If an employer, coach, consultant, or other individual or entity (collectively, the "Purchaser") purchases Clifton StrengthsFinder or BP10 access for an individual, the Purchaser may be granted access to the results, but the individual will still own the results, and the Purchaser may not share the individual results without prior consent from the individual.

Publication of Data:

Research data associated with the consulting services performed by Gallup is not for public dissemination outside of Client's organization including but not limited to press releases and paid advertising. Both Client and Gallup have a responsibility to ensure that any published research findings are not misleading. Client shall consult with Gallup prior to sharing any research findings with any third party. Any release approved by Gallup shall include sufficient technical information necessary to assess the validity of the published findings which may include the following: the exact question wording, dates of interview, interviewing method, sample size, definition of the survey population, and size of sampling error.

Respondent Confidentiality:

Respondent-identifying information, without the express consent of respondents, is not part of the deliverables under this Scope of Services and does not constitute a "work made for hire". Gallup will not provide respondent level data with any demographic data appended to protect the confidentiality of participating respondents. To avoid non-compliance with local privacy laws, Gallup will not provide Client any taped surveys without informing the respondent and obtaining express consent that the recordings will be shared with Client.

Gallup, Inc.

BY: *Janet Gibbon*

Name: Janet Gibbon

Date: May 8, 2023

Bibb County School District on behalf of itself and its subsidiaries and/or affiliates

BY:

Name:

Date:



1. PAYMENT OF INVOICES.

1.1 Client shall pay Gallup the fees specified in the Scope of Services in accordance with the payment schedule.

1.2 Client shall further pay all pre-approved expenses including reasonable out-of pocket expenses of Gallup's personnel associated with client-approved postage, freight, respondent incentives, and travel (including transportation, lodging and meals).

1.3 Payment shall be due upon receipt of the invoice. If Client objects to all or any portion of any invoice, Client shall notify Gallup of its objection within fifteen (15) days from the date of Client's receipt of the invoice, give reasons for the objection, and pay only that portion of the invoice not in dispute. Balances not in dispute and unpaid in excess of 30 days shall bear interest at a rate of 8% per annum. In the event that Client is delinquent in payment of any undisputed invoice beyond 45 days, Gallup may, at its option, withhold deliverables or suspend any and all services until the account is made current.

1.4 Client shall be responsible for all Sales, Use, VAT or similar taxes imposed on the services.

2. CONFIDENTIALITY.

2.1 Each party has made and will continue to make available to the other party information that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential ("Confidential Information"). Confidential Information may be disclosed in oral, written, visual, electronic or other form. Confidential Information shall include all business plans, strategies, forecasts, projects, analyses, financial information, business processes, methods and models, all organizational information, system architecture, software, graphics, computer programs, design ideas, concepts, flow charts, diagrams, progress reports, methods research and any other personal or intellectual property relating to either party, its respective parent or subsidiaries and Personal Data. "Personal Data" shall mean any information related to any identified or identifiable natural or legal person, such as Client's employees, customers, partners or any other third party (including such third parties' employees) and any other additional data deemed as personal data under the applicable personal data protection laws, which are made available to Gallup for processing them on behalf of Client pursuant to this Agreement and all Statements of Work issued pursuant to said Agreement. Confidential Information as defined herein shall not include: (a) information in the public domain at the time of its communication; (b) information, which enters the public domain, through no fault of the receiving party, subsequent to the time of its communication to the receiving party; (c) information which is obtained in good faith by either party from a third party, provided such third party is not bound by a confidentiality agreement with Gallup or Client, as applicable; or (d) information independently developed by employees or agents of a party without access to the Confidential Information of the other party.

2.2 The receiving party shall, except as otherwise provided below (i) not use or reproduce the Confidential Information for any purpose other than as required to perform in connection with the applicable Scope of Services; (ii) protect the confidentiality of the Confidential Information with the same degree of care as receiving party uses for its own similar information, but in no event less than reasonable care; or (iii) not disclose the Confidential Information to any third party, without the prior written approval of the disclosing party. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent such information is required to be disclosed by law, including a subpoena, or to respond to a regulatory request; provided the receiving party promptly notifies the disclosing party in writing of such intention prior to any disclosure to allow the disclosing party to seek a protective order or similar relief in the disclosing party's sole

and absolute discretion. Each party shall immediately advise its employees and others to whom the Confidential Information is disclosed of their obligations under this Agreement and shall take reasonable steps to ensure that the Confidential Information is securely maintained by its employees and agents.

2.3 Neither party shall disclose any terms or conditions of this Agreement without the prior written consent of the other party, except as required by applicable law; provided however, that either party may disclose the terms or conditions of this Agreement to a third party under an obligation of confidentiality to such party in connection with customary financial reporting, a proposed sale, merger, acquisition, change in control, consolidation, or other similar transaction.

2.4 Upon termination or expiration of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed. Electronic copies of or containing Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible to the receiving party's business personnel shall not be deemed to violate this Agreement, so long as such electronic copies are not disclosed or used in violation of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the receiving party's legal department or counsel from retaining one (1) copy, including any electronic copy, of any of the Confidential Information as necessary to comply with regulatory recordkeeping requirements applicable to disclosing party.

2.5 Gallup agrees to the following as it relates to Personal Data:

2.5.1 To prevent unauthorized use, dissemination or publication of the Personal Data, and implement any technical and organizational measures to protect Personal Data which are required by the applicable law.

2.5.2 To implement appropriate technical and organizational measures to protect Personal Data against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure or access, in particular where processing involves the transmission of Personal Data over a network, (iii) alteration, and (iv) all other unlawful forms of processing.

2.5.3 To inform Client promptly in writing if it becomes aware of any unauthorized use or disclosure of Personal Data by itself or others.

2.5.4 When collecting, using, storing, transferring and otherwise processing Personal Data, Gallup shall adhere to all applicable export and personal data laws, regulations and rules.

2.6 Client agrees to the following as it relates to Personal Data which is made available to Gallup pursuant to this Agreement and all Statements of Work issued pursuant to said Agreement:

2.6.1 To ensure that such Personal Data is collected and processed by Client and transferred to Gallup in accordance with applicable Data Protection laws, regulations and rules.

2.6.2 Prior to the transfer of such Personal Data to Gallup, to inform the respective data subjects of the processing of their Personal Data pursuant to this Agreement and their rights in accordance with applicable Data Protection laws, regulations and rules.

2.7 Gallup agrees that it will comply with the Family Education Rights and Privacy Act. (20 U.S.C. § 1232g)

3. REPRESENTATIONS AND WARRANTIES.

3.1 The parties represent and warrant that: (a) each has the full power and authority to enter into this Agreement; (b) this Agreement is duly authorized by all necessary action and has been duly executed and delivered; and (c) neither party has entered into any agreement with any other entity that contains restrictive

provisions regarding confidentiality and/or non-competition that may impair their ability to perform their specific obligations under the terms of this Agreement.

3.2 Gallup represents and warrants that it or its personnel will perform the Services: (a) in a good, timely, efficient, professional and workmanlike manner; (b) with at least the same degree of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to the accepted industry standards applicable to the performance of the same or similar services; and (c) using personnel who are fully familiar with the technology processes, procedures and equipment to be used to deliver the Services.

3.3 Gallup is the lawful owner or licensee of all programs and materials used by it in the performance of the Services contemplated hereunder that have not been provided by Client; such programs and materials have been lawfully developed or acquired by Gallup and Gallup has the right to permit Client access to or use of such programs and materials. Gallup represents and warrants that none of the Services or deliverables provided under this Agreement will infringe on any patent, copyright, trademark, trade secret or other intellectual property right of any third party and agrees to defend and to indemnify and hold harmless Client, its parent, subsidiaries, affiliates, employees and representatives, for all costs and expenses associated with the defense or settlement of any claim that the Services infringe a patent, copyright, trademark, trade secret or other intellectual property right and shall pay any judgments or settlements based thereon.

3.4 In connection with the performance of services set forth in an applicable Scope of Services, Gallup shall comply, and shall cause Gallup's employees and consultants/subcontractors to comply, with all statutes, regulations, ordinances, judgments, permits and other governmental rules or restrictions, whether domestic or foreign, applicable to Gallup's execution of this Agreement.

3.5 EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN ANY SCOPE OF SERVICES, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. TERM AND TERMINATION.

4.1 Term. The "Starting Term" of this Agreement will begin on July 21, 2022 (the "Starting Date") and will end on December 31, 2022. This Agreement will automatically renew for two successive calendar year terms (the "Renewal Terms"), and a final term (the "Ending Term") beginning on January 1, 2025 and ending on July 21, 2025 (the "Ending Date"), unless Client notifies Gallup of Nonappropriation prior to the end of the calendar year as provided herein. As required by Official Code of Georgia Annotated § 20-2-506, this Agreement will terminate absolutely and without further obligation on the part of the Client at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but will be automatically renewed for each subsequent calendar year during the term, unless the Client gives a Nonrenewal Notice on or prior to December 15 or there occurs an Event of Nonappropriation or an Event of Default and Gallup terminates the Contract. The "Agreement Term" is the period from the Starting Date to the Ending Date, subject to the expiration or termination of this Agreement. 4.1.1 "Event of Nonappropriation" means the nonrenewal of this Agreement by the Client, determined by (i) the Client's failure to appropriate for each Fiscal Year, by July 1 of such year, moneys sufficient to pay the fees due for the ensuing fiscal year, (ii) or Gallup's receipt of a Nonrenewal Notice. "Nonrenewal Notice" means a notice delivered to Gallup pursuant to this 12 paragraph evidencing the Client's intention not to renew this Agreement for the subsequent Renewal Term or Ending Term. 4.1.2 "Event of Default" mean that a party shall have the right to terminate or cancel this Agreement, or to pursue any appropriate legal remedy, in the event the other party fails to perform any of the services, duties or obligations under this Agreement and does not cure or remedy such default within thirty (30) days of receipt of written notice specifying the default(s) complained of and the date of intended termination.

Term Schedule will be as follows:

July 21, 2022 – Dec. 31, 2022	Term 1 (COMPLETE)
Jan 1, 2023 – Dec. 31, 2023	Term 2
Jan 1, 2024 – Dec. 31, 2024	Term 3
Jan 1, 2025 – July 20, 2025	Term 4

4.2 Either party may terminate this Scope of Services if the other party breaches any material obligation set forth herein or in the Scope of Services, which breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such breach from the non-breaching party, or within such additional cure period as the non-breaching party may authorize in writing.

4.3 Either party may immediately terminate this Agreement or the Scope of Services by written notice to the other party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for the its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. If any of the above events occurs, the affected party shall promptly notify the other party of its occurrence.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Gallup Intellectual Property means any instructional materials, software programs, diagrams, copyrighted assessments or surveys and anything else that Gallup uses or distributes to Client in connection with this Agreement or an applicable Scope of Services that has been developed prior to or independent of this Agreement by Gallup ("Gallup Property"). Gallup Property is not considered work product or a "work for hire" under the terms of this Agreement.

5.2 For any Gallup Property used, incorporated into, required for use of, or provided with any Services provided to Client hereunder, Gallup hereby grants Client a worldwide, non-exclusive, nontransferable license to use Gallup Property as incorporated into or provided with the applicable Services within Client's organization. Client may not make, have made, sell, offer for sale, execute, reproduce, display, perform, distribute externally to any third party copies of, or prepare derivative works of Gallup Property without the written permission of Gallup.

5.3 All products, reports, documents, compilations of data and other materials produced or developed by Gallup under a Scope of Services which are either: (a) created using the funds, expertise, facilities, personnel, time, material or proprietary information of Client; or (b) are derivatives of any Client proprietary information shall be the sole property of Client. These materials do not include any Gallup Property or derivatives thereof. Gallup agrees to assist Client, or its designee, at Client's expense, in every proper way to secure Client's rights in the materials.

6. GOVERNING LAW; DISPUTE RESOLUTION.

6.1 This Agreement shall be construed and interpreted according to the laws of the State of Georgia without regard to the conflicts of law principles in Georgia.

6.2 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

7. RELATIONSHIP OF PARTIES.

7.1 Gallup will act solely as an independent contractor rendering professional services.

7.2 Gallup will function as a non-exclusive consultant to Client. Client acknowledges that, during the term of this Agreement and thereafter, Gallup will offer, undertake, and continue to provide Consulting Services for organizations other than Client. In no event shall Gallup be relieved of its obligation to protect Confidential Information.

8. NOTICES.

Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement shall be in writing delivered to the individual whose name appears on the signature block of the Scope of Services.

9. LIMITATION OF DAMAGES.

Neither party shall be liable to the other party for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, even if that party has been advised of the possibility of those damages.

10. USE OF NAME, TRADEMARKS OR LOGOS.

Neither party shall originate any publicity, news release, or other announcement, written or oral, whether to the public press, the trade, any of the other party's customers, suppliers or otherwise, relating to this Agreement or any Scope of Services, or to the existence of an arrangement between the parties without the prior written approval of the other party. Without limiting the foregoing, neither party shall use any names, trademarks or logos of the other party without the prior written consent of such party.

11. SEVERABILITY.

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible and in accordance with applicable law, preserves the original intentions and economic positions of the parties.

12. CONFLICT OF TERMS.

If a term in a Scope of Services or Addendum conflicts with a term in this Agreement, the provisions of this Agreement will prevail unless the Scope of Services or Addendum specifically states that the conflicting term will prevail.

13. WAIVER.

No failure or delay by either party in exercising any right, power or remedy shall operate as a waiver of such right, power or remedy, and no waiver shall be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver shall not waive any successive or other right, power or remedy the party may have under this Agreement.

14. ASSIGNMENT.

Neither party may assign any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the other. Any such attempt to transfer will be deemed null and void.

15. FORCE MAJEURE.

Neither party shall be liable for any losses arising out of the delay or interruption of its performance of its obligations under this Agreement due to any act of God, war, terrorism, civil disturbance, court order or natural disaster, or any other cause beyond the reasonable control of the affected party.

16. SURVIVAL.

Sections 2, 3, and 5 shall survive the termination or expiration of this Agreement.