



**Highland Community College Board of Trustees
Retreat Agenda
June 11, 2020 – 8:30 a.m.
Robert J. Rimington Board Room (H-228)
Highland Community College Student/Conference Center
Freeport, Illinois**

Public access to the meeting is provided online via Zoom at
<https://highland.zoom.us/j/92503697654?pwd=Mzh1cTQvR2c2SnJEVVG9obE9HOTFIodz09>
or by phone at 312-626-6799 and Password 325081

- I. CALL TO ORDER/ROLL CALL**
- II. PUBLIC COMMENTS**
- III. OPENING REMARKS**
- IV. ADMINISTRATIVE UPDATES**
 - A. FY20 and FY21 Budgets
 - B. Vice President/Chief Academic Officer Position
 - C. Mental Health Early Action on Campus Fee
 - D. Partners in Leadership Agreement
- V. MAIN MOTIONS (ACTION)**
 - A. Partners In Leadership License Agreement and Standard Agreement Terms for Workforce Engagement and Culture Training (Page 1)
- VI. DIVISION FOCUS – HUMANITIES, SOCIAL SCIENCES, AND FINE ARTS**
- VII. BOARD UPDATES**
- VIII. CLOSED SESSION**
 - A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity
 - B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees

Mission

Highland Community College is committed to shaping the future of our communities by providing quality education and learning opportunities through programs and services that encourage the personal and professional growth of the people of northwestern Illinois.

IX. ACTION, IF NECESSARY

- A. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity
- B. Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees

X. OLD BUSINESS

XI. NEW BUSINESS

- A. Open Discussion

XII. ADJOURN

Mission

Highland Community College is committed to shaping the future of our communities by providing quality education and learning opportunities through programs and services that encourage the personal and professional growth of the people of northwestern Illinois.

**AGENDA ITEM #V-A
JUNE 11, 2020
HIGHLAND COMMUNITY COLLEGE BOARD**

**PARTNERS IN LEADERSHIP LICENSE AGREEMENT AND
STANDARD AGREEMENT TERMS FOR WORKFORCE ENGAGEMENT
AND CULTURE TRAINING**

RECOMMENDATION OF THE EXECUTIVE VICE PRESIDENT: That the Board of Trustees approves the attached license agreement and standard agreement terms between Highland Community College and Partners In Leadership for workforce engagement and culture training for regular full-time and part-time employees, generally 150 employees, at a three-year cost of \$82,000

BACKGROUND: The results from the most recent PACE 2018 climate survey indicate the areas of trust, accountability, institutional organization, professional development and student focus were among the lowest scoring question items (see table below.) Subsequent to the survey, focus group sessions and department meetings were held with employees to obtain further understanding and insight.

The areas identified for improvement from the 2014 PACE climate survey were information sharing, institutional organization, and teamwork.

In reviewing possible tools and resources available, one resource stood out as uniquely positioned for supporting improvement in the areas of trust and accountability. The firm is Partners In Leadership.

Its mission: "We help clients get intentional about their culture, elevate accountability, and deliver breakthrough results. We call this culture advantage." Briefly, its background:

"Since 1989, Partners In Leadership has equipped clients with a proven culture management framework to improve and sustain organizational performance. Tom Smith and Roger Connors, authors of the national bestselling book *The Oz Principle*, founded the firm on the foundation that they would help leaders create their culture advantage. Over 30 years later, Partners In Leadership is continuing that legacy. Our worldwide team of experts and systematic approach, tools, and processes combine to measure, move, and sustain best-in-class workplaces that regularly experience 25%+ improved engagement, execution, adaptability, and growth. The company has received numerous awards recognizing its breakthrough approach, including Gold in CLO Learning in Practice Awards 2019; Leadership Companies Watchlist 2019; and Top Workplaces 2018. Our clients have included 200+ companies of the Fortune 500, 250+ companies of the Global 1000, and SMB."

In addition to *The Oz Principle*, another of the company's books *Change the Culture, Change the Game* is widely-used in its training.

BOARD ACTION: _____

Partners In Leadership works with a number of higher education clients. References were conducted with Lone Star College, Dr. Quentin Wright, President, and Richland Community College, Dr. Cris Valdez, President. Both colleges have had impressive results over a number of years, specifically they have improved employee engagement, student enrollment and retention, and financial indicators.

The model Partners in Leadership uses is to first work with Highland to develop clarity of key results. They will train a small number of individuals at Highland who will then teach employees the tools and methods needed to support cultural change to achieve better results.

The cost for the services is \$82,000 over a 3-year period for 150 employees. This is comprised of \$37,000 services (workshops, consulting and train-the-trainer sessions) and \$45,000 for the use of License Materials (\$150 x 150 employees.) This breaks down to \$27,333 per year or \$50 per employee per year of professional development.

Item No.	Custom Items: 2018 Administration	2018 Mean
6	individuals at this institution are held accountable for their job performance	2.79
3	part-time employees feel they are included in the campus community	2.92
2	there is a sense of trust and confidence among members of the college community	2.93
7	individuals at this institution are held accountable for maintaining professional behaviors	2.94
4	campus climate fosters a respectful dialogue even when opinions differ	3.04
1	there is respect between employees across constituent groups	3.09
8	individuals at this institution are held accountable for achieving goals and meeting expectations	3.2
10	the institution adequately measures performance relative to its goals	3.33
17	I feel my workload is manageable and sustainable	3.49
18	relevant professional development opportunities are available, taking into account the external constraints currently placed on the institutional budget	3.56



LICENSE AGREEMENT NO. 2004-JC101
STANDARD AGREEMENT TERMS

This LICENSE AGREEMENT NO. 2004-JC101 ("License") is made by and between Partners and the Client set forth below.

<p>A. "Partners"</p> <p>Partners in Leadership, LLC, a California limited liability company 27555 Ynez Road, Suite 300 Temecula, California 92591</p>	<p>B. "Client"</p> <p>Highland Community College 2998 W Pearl City Rd Freeport, Illinois 61032-9338</p>
<p>C. License Materials:</p> <p>License Materials include Partners' current Lead Culture® track with complete branding and customization. The License Materials also include, without limitation, the following models ("Models"): The Results Pyramid® Joint Accountability Steps To Accountability® C1 to C2 Model Leadership Alignment Process™ Feedback Creates Accountability Feedback Filters Four Culture Management Tools Experience Types™ Roles in Building an Accountable Culture Integration Plan</p>	<p>D. License Term:</p> <p>This License shall have a two (2) year term ("Term") – subject to the one (1) year automatic extension contemplated by Section E.</p>
<p>E. License Holders and Fee:</p> <p>This term License allows for the use of the License Materials during the Term only by 150 of Client's employees ("License Holders").</p> <p>Client shall pay to Partners a total of \$45,000 USD* ("License Fee"), calculated at \$150 ("License Holder Fee") x 150 License Holders for 2 year(s), for use of the License Materials during the Term.</p> <p>If Client signs this Agreement by the June 26, 2020, at no additional cost to Client, Partners will extend this 2-year license for an additional one (1) year period. This pricing, which includes discounts or credits, is contingent upon Client's execution and return of this License to Partners no later than June 26, 2020.</p>	<p>F. License Fee Payment Terms:</p> <p>The full License Fee will be invoiced as follows, with payment due net 30 days from invoice date:</p> <ul style="list-style-type: none"> • \$15,000 on the Effective Date; • \$15,000 on the first anniversary of the Effective Date; and • \$15,000 on the second anniversary of the Effective Date.
<p>G. Services and Services Fee:</p> <p>Partners hereby agrees to provide the Services as detailed in the attached Work Order (collectively, the "Services"). The total fee for the Services is \$37,000 USD (the "Services Fee").</p>	<p>H. Services Fee Payment Terms:</p> <p>Payments for Services under the attached Work Order or any subsequent Work Order are due and payable net 30 days from date of invoice. Invoices will be issued upon completion of each service or shipment of materials.</p>
<p>I. Effective Date:</p> <p>This Agreement is effective as of the date of last signature in Section K below ("Effective Date").</p>	<p>J. General Provisions:</p> <p>The attached License Terms and Conditions are incorporated by this reference.</p>

K. Signatures:

IN WITNESS WHEREOF, this License shall become effective upon the Effective Date.

PARTNERS

CLIENT

Partners In Leadership, LLC

Highland Community College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



WORK ORDER NO. 1

LICENSE AGREEMENT NO. 2004-JC101

The below terms and conditions govern the activities provided by Partners to Client under this Work Order ("Order"). This Order is effective upon execution of the License ("Effective Date") and is incorporated into the License by this reference. Capitalized terms used below have the same meaning as those used in the License.

1. **Services.** Client shall pay to Partners \$37,000 USD (the "Services Fee"), as payment for the following consulting and training services provided by Partners (collectively, the "Services").

Investment and Activities Schedule

Activity 1.1

Activity Description	Quantity	Unit Pricing	Total
Assessment: Culture Advantage Index ("Index"): May Include up to 150 participants • Includes Interview calls Date: To be completed by 12/31/2020	1	\$5,000.00	\$5,000.00
Activity 1.1 TOTAL:			\$5,000.00

Activity 1.2

Activity Description	Quantity	Unit Pricing	Total
Workshop: Lead Culture - Virtual: One (1) virtual session for up to (4) hours. Date: To be completed by 12/31/2020	1	\$8,000.00	\$8,000.00
Activity 1.2 TOTAL:			\$8,000.00

Activity 1.3

Activity Description	Quantity	Unit Pricing	Total
Workshop: Lead Culture - Virtual: One (1) virtual session for up to (4) hours. Date: To be completed by 12/31/2020	1	\$8,000.00	\$8,000.00
Activity 1.3 TOTAL:			\$8,000.00

Activity 1.4

Activity Description	Quantity	Unit Pricing	Discount	Total
Workshop: Lead Culture - Virtual: One (1) virtual Integration Meeting for up to four (4) hours.	1	\$8,000.00	<\$4,000.00>	\$4,000.00
Date: To be completed by 12/31/2020				
Activity 1.4 TOTAL:				\$4,000.00

Activity 1.5

Activity Description	Quantity	Unit Pricing	Discount	Total
Workshop: Lead Culture - Virtual: One (1) virtual Integration Meeting for up to four (4) hours.	1	\$8,000.00	<\$4,000.00>	\$4,000.00
Date: To be completed by 3/31/2021				
Activity 1.5 TOTAL:				\$4,000.00

Activity 1.6

Activity Description	Quantity	Unit Pricing	Discount	Total
Workshop: Lead Culture - Virtual: One (1) virtual Integration Meeting for up to four (4) hours.	1	\$8,000.00	<\$4,000.00>	\$4,000.00
Date: To be completed by 6/30/2021				
Activity 1.6 TOTAL:				\$4,000.00

Activity 1.7

Activity Description	Quantity	Unit Pricing	Total
Quick Start: Lead Culture: One (1) virtual meeting to train up to 4 Certified Facilitators.	1	\$4,000.00	\$4,000.00
Date: To be completed by 12/31/2020			
Activity 1.7 TOTAL:			\$4,000.00

TOTAL: \$37,000.00

NOTE: Should Partners elect to send any additional Facilitator to an onsite Activity, no fee will be charged for the Facilitator's attendance; however, Client shall reimburse Partners for all travel-related expenses and costs incurred by such additional Facilitator(s).

**LICENSE
STANDARD TERMS AND CONDITIONS**

1. License.

1.1 Client's Rights. Partners hereby grants to Client, and Client hereby accepts from Partners: (a) a non-exclusive, nontransferable (including by merger or acquisition) right to use the License Materials during the Term internally for training conducted by Client exclusively for the benefit of License Holders; and, (b) a non-exclusive right to use and refer to the License Materials in Client's internal company publications, memoranda, and other communications distributed exclusively to or among License Holders (collectively, the "**License**"). The License Materials consist of the Proprietary Materials described in Section 3.1 (Proprietary Materials), and the Trade Secret Materials described in Section 3.2 (Trade Secret Materials) (collectively, the "**License Materials**"). The License Materials include the Models listed in Section C of the Standard Agreement Terms.

1.2 Modifications to License Materials. Client may customize, tailor, change or alter the License Materials as provided in this Agreement (collectively, the "**Modifications**") with the exception of the Models included within the License Materials, which Models may only be customized, tailored, changed or altered with the prior written consent of Partners.

1.3 License Holders. In addition to those specified in Section E of the Standard Agreement Terms, the License permits use of the License Materials only by additional employees subsequently hired by Client: (a) through the natural, organic growth and evolution of Client's business, not to exceed 10% of the number of current employees identified in Section E; and (b) additional employees who replace any of the current employees identified in Section E whose employment is terminated for any reason during the Term (collectively, "**License Holders**").

1.4 License Fee. The License Fee is non-refundable and is deemed earned by Partners on the Effective Date and on the first day of any extended Term (if applicable).

1.5 Additional License Holders and Related Fee. If the number of License Holders exceeds or is beyond the scope described in Section 1.3 ("**Additional License Holders**"), Client shall pay to Partners a License Holder Fee for each and every Additional License Holder at the rate specified in Section E, which is due within thirty (30) days of written notice from Partners. Upon written request of Partners, Client shall provide Partners with a description of the Additional License Holders, the number of Additional License Holders, and the applicable business unit, division or entity such persons are associated with.

2. Additional Services and Expenses.

2.1 Additional Services. Services beyond those in the above Order will be documented by future Work Orders at Partners' then prevailing rates and charges.

2.2 Additional Expenses. Unless a fixed travel cost has been agreed upon, all additional expenses including, but not limited to, travel (international flights that are six (6) hours or longer will be invoiced at Business Class), international work permits or visas (if applicable), lodging, and meal expenses of the representative(s) of Partners, along with shipping and handling, phone, conference-line calls, postage expenses, meeting room rental fees, equipment rental fees, incurred in performing the Services are in addition to the Services Fee and License Fee and shall be invoiced separately to Client with supporting documentation and receipts, and are due and payable upon receipt of invoice.

2.3 The Index and Limited Licenses. Only the number of Client's employees specified in the table above ("Index Participants") may attend or participate in the Index. Additional Index Participants may be added by Client to an Order at any time upon payment of the applicable fees. Partners hereby grants to Client a limited, non-sublicensable, right and license to publish or otherwise disseminate Client's Index score with respect to individual correlative categories (e.g., speed to market, ability to change and other categories identified as correlative categories in an Index report) but not with respect to core categories (e.g., SEE IT, OWN IT, SOLVE IT, DO IT) which are provided by Partners for Client's internal use only and may not be shared with any third parties. The license in the preceding sentence is subject to a requirement that Client clearly identify the Index by name in any publication or dissemination of an Index score or ranking, in accordance with the trademark usage policy of Partners in effect at the time of the publication or dissemination. The Index report itself and any and all research data points and results associated with, performed by Partners, or provided by Partners in connection with the Index, other than those explicitly identified in the limited license above, are not for public dissemination outside of Client's organization including but not limited to press releases and/or paid advertising. Both Client and Partners have a responsibility to ensure that any published research findings as a result of or related to the Index are not misleading. Other than in accordance with the limited license above, Client agrees to not share any research findings outside of Client's organization, without the prior written consent of Partners.

2.4 Intellectual Property and Data Ownership. Client acknowledges and hereby agrees that all copyright and other intellectual property rights in any aspect of the

Activities, including questions, assessment reports and scoring methodology associated with the Index (collectively, the "Intellectual Property") are owned by and shall remain the property of Partners. Client acknowledges it will not acquire any right, title or interest in the Intellectual Property and that all copyright, interest in and title to the Intellectual Property, any trademarks, and service marks rights relating thereto (excluding those belonging to Client) remain with Partners. Client is prohibited from and will use its best efforts to prevent any participant from, copying, modifying, translating, or making derivative works of any of the Intellectual Property, without the prior written consent of Partners, unless expressly allowed under mandatory law. In addition, Client acknowledges that anonymized or pseudonymized Index data and any learnings derived from anonymized or pseudonymized Index data shall be owned by Partners. Partners agrees not to share any Index results of Client with third parties in a manner that identifies Client or individual Index participants. The terms of this section and the confidentiality terms below will survive in perpetuity.

2.5 Participant Fees. Client agrees to pay the total amount due for the quantity of Index Participants specified in the table above. Additional Index Participants may be added by Client to an Order at any time upon payment of the applicable fees.

3. License Materials.

3.1 Proprietary Materials. The License Materials are proprietary to Partners and consist of proprietary leadership, management, consulting, organizational, and training curriculum, methodologies and technologies including, without limitation, videos, models, agendas, planning guides, methods, processes, techniques, workbooks, charts, cards, electronic presentations, the PILU.com and PILtools.com websites, and other written and electronic materials. Client shall use commercially reasonable efforts to cause that all intellectual property right attributions are placed or maintained on any and all materials that utilize the License Materials, in a manner consistent with the most current License Guidebook (as defined in Section 4.1 (Delivery) below), as provided by Partners as part of the Trade Secret Materials (defined in Section 3.2 (Trade Secret Materials) below). Partners is not obligated to provide Client with any updates to the License Materials.

3.2 Trade Secret Materials. The License Materials include trade secrets owned by Partners and consist of the License Guidebook and the Facilitator Guidebook (only to the extent Client enters into a separate Work Order with Partners for Facilitator training) (individually and collectively, the "Trade Secret Materials"). Client may access and use the Trade Secret Materials only in connection with any training Client conducts strictly for the benefit of License Holders. Client shall keep confidential all Trade Secret Materials and related information provided by Partners.

3.3 Use with Third Party Materials. If Client desires to incorporate any portion of the License Materials into training or material which includes a third party's materials, Client shall expressly and conspicuously state in such materials that the License Materials are the sole property of Partners and not a part of the third party's training or materials. Client shall not incorporate the License Materials into any third-party's materials without the prior express written permission from Partners.

3.4 Stock Photos. The License Materials may include stock photographs, illustrations, animations and other media content (collectively "Stock Photos") licensed for use by Partners from iStockphoto LP, or a similar provider. Modification of the License Materials by Client may require that Client: (a) remove or replace Stock Photos from the License Materials, or obtain a license directly from iStockphoto LP (www.istockphoto.com), or such similar provider, in lieu of doing so; or (b) contract with Partners to create customized materials that incorporate the Stock Photos. Should Client choose to have Partners create customized materials, Client understands and agrees that Partners maintains all rights related to the Stock Photos.

3.5 Translations. Upon Client's prior written request, Partners agrees to provide Client with any current translations of the License Materials in the language requested by Client, at no cost or expense to Client (if and to the extent such current translation of the License Materials is within Partners' sole ownership and control). Any such current translations provided by Partners shall be without warranty or representation of any kind whatsoever notwithstanding anything to the contrary set forth in this Agreement. For all other translations, Client is permitted to make direct translations of the License Materials into languages other than English, at Client's sole cost and expense, provided that Client must first execute any and all documentation requested by Partners authorizing such translations and ensuring that any and all rights in and to the translations are owned by and assigned to Partners.

4. Delivery of License Materials.

4.1 Delivery. Upon the full execution of this Agreement, Partners will deliver to the individual signatory of this License (unless Client has instructed Partners in writing to deliver to a different recipient), via electronic transmission such as Hightail.com (which will notify such recipient via email that the License Materials are available for download), the following: (a) print ready electronic files of Partners' standard versions of the License Materials, (b) source files for the Licensed IP in Adobe Creative Suite (InDesign, Photoshop, Illustrator) format in the version currently in use by Client, and (c) Partners' global access code for PILtools.com, and (d) the standard License Guidebook which includes the guidelines applicable to Client's use of the License Materials ("License Guidebook"). Partners also will send to Client a courtesy copy of the License Materials via regular U.S. mail. Partners' delivery to Client

of the License Materials will be deemed received by Client upon receipt of the email notification from the electronic transmission provider that the License Materials are available for download.

4.2 Authorized Representatives. Client will designate in writing one to three employees to oversee the control of the License Materials (the "Authorized Representatives"). If a change is made in the Authorized Representatives, Client shall provide Partners with written notice for each new Authorized Representative within 10 days after such appointment.

4.3 Printing of Materials. Unless specified in a specific Activity Description in a related Work Order, the License Materials shall be printed by Client at its sole cost and expense under the direction of Authorized Representatives and are otherwise subject to all the restrictions set forth in this Agreement. Any and all materials produced by Client involving Trade Secret Materials in any form are to be printed under the direction of the Authorized Representatives. Any and all materials produced by Client involving License Materials in any form are to be printed for use only by employees included within the definition of License Holders. In the event Client desires Partners to print any of the License Materials, the costs to be charged will be billed at Partners' then prevailing rates pursuant to a related Work Order.

5. Train-The-Facilitator.

5.1 Certified Facilitators. Client may, but shall not be obligated to, designate employees included within the definition of License Holders to be trained by Partners as certified facilitators ("Certified Facilitators") pursuant to a Work Order for such purpose. In such event, the Work Order shall require Client to pay the fees applicable to train such designated License Holders as Certified Facilitators (via workshop, Quick Start, etc.) and to pay the costs for any and all materials related to such certification. Client shall not be required to pay any per participant fees for License Holders trained as Certified Facilitators (unlimited). Certification of Client's employees as Certified Facilitators is also subject to Partners' Internal Facilitator Certification Policy set forth at <http://www.pilu.com/curriculum-center/internal-facilitator-certification-policy/>, which may be updated from time to time. Independent contractors may not become Certified Facilitators. Partners shall train such designated employees as Certified Facilitators upon notice from Client and execution of a mutually agreed upon Work Order for such purpose. Partners may withdraw the authorization of any Certified Facilitator it reasonably deems to be in breach of this Agreement or otherwise unsuited to provide training. When a Certified Facilitator discontinues employment with Client for any reason, or when a Certified Facilitator's authorization is withdrawn, either by Client or Partners, Client shall require the Certified Facilitator to promptly return any and all materials related to the License Material, including all Proprietary Materials and Trade Secret Materials, to Authorized Representatives and Client

shall further take such reasonable measures to remind such Certified Facilitator of his or her continuing obligations under the Internal Facilitator Certification Policy. Client shall not have the authority to transfer a Certified Facilitator's certification from one License Holder to another; provided, however, Client may purchase, at Partners' current replacement certification price, a replacement Facilitator certification (to be trained by the Master Facilitator or Partners) upon reasonable notice and payment of the applicable fees by Client.

5.2 Certified Master Facilitators. Upon written request to Partners, Client may, but shall not be obligated to, at any time elect to have one or more designated Certified Facilitators be trained by Partners as Certified Master Facilitators ("CMF"), and after such request, the parties will execute a mutually agreed upon Work Order for such purpose. Certification of Client's Certified Facilitators as Master Facilitators is also subject to Partners' Internal Facilitator Certification Policy set forth at <http://www.pilu.com/curriculum-center/internal-facilitator-certification-policy/>, which may be updated from time to time. CMFs are authorized to use the Trade Secret Materials or Proprietary Materials in presenting any of the License Materials to Client employees who are License Holders or in the training and certification of Certified Facilitators. Client shall promptly notify Partners when a Certified Facilitator has been successfully trained and the specific track(s) of Training for which the Certified Facilitator has been certified, and Client shall be invoiced for any applicable certification fees. A Certified Facilitator may not conduct any training as a CMF until (i) the Certified Facilitator has conducted three successful workshops in the same track in which the Certified Facilitator was trained; and (ii) Partners receives said notification when a Certified Facilitator has been successfully trained. Client shall not have the authority to transfer a CMF certification from one License Holders to another; provided, however, Client may purchase, at Partners' current replacement certification price, a replacement CMF certification (to be trained by Partners) upon sufficient notice and payment of the applicable fees by Client.

5.3 Certification Termination and Renewal. Upon the expiration or earlier termination of this License, any and all certifications of Certified Facilitators and CMFs also shall terminate; provided, however, any and all such Certified Facilitators and CMFs shall have a 1-year grace period to recertify pursuant to Partners' Internal Facilitator Certification Policy (which may be updated from time to time) including, without limitation, the payment of any and all applicable certification fees.

6. Ownership of Modifications.

Client agrees that any Modifications by Client, its affiliates, successors and assigns (and their respective managers, members directors, officers, employees, and agents), shall be owned solely by Partners, and Client hereby assigns and agrees to assign to Partners all rights

therein, including all copyrights and other intellectual property rights. Any such Modifications shall immediately become part of the License Materials. Client may elect to have Partners create Modifications at Partners' then current rates and fees pursuant to a Work Order executed for such purpose.

7. Confidential Information.

Partners and Client acknowledge that some information received by one party from the other pursuant to this Agreement shall be confidential. Neither party shall disclose the other party's Confidential Information to any person other than its employees, officers, directors, affiliates, agents and representatives who are bound by obligations of confidentiality and who have a need to know such information in order to perform their obligations in connection with this Agreement. Each party may only use the other party's Confidential Information as permitted to perform its respective obligations under this Agreement, or pursuant to the terms of any other written agreement executed by the parties. "Confidential Information" means any information disclosed by a party to the other party that is reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement (including without limitation the assessment questions associated with the Index – which shall remain Confidential Information of Partners), or by the nature of the information itself.

8. General Terms.

8.1 Successors and Assigns. This Agreement is binding on successors and assigns.

8.2 Assignment. Client and Partners each shall have the right to assign the License and this Agreement, subject to the rights and obligations hereunder, only to any successor to its business by merger, consolidation or otherwise, or to any party acquiring all or substantially all of such party's assets.

8.3 Website Access and Use. If applicable, Partners shall use commercially reasonable efforts to make access to its websites and online services, including, without limitation, PILU.com, PILtools.com, ozprinciple.com, and partnersinleadership.com, or parts thereof, available 24 hours a day, 7 days a week, subject to conditions and limitations in Partners' General Terms and Privacy Statement posted on the respective sites, as amended from time to time, except for: (a) Partners planned downtime, or (b) any unavailability caused by Force Majeure, or (c) such respective sites are no longer in use and/or are maintained by Partners. Notwithstanding anything in this Agreement to the contrary, in no event shall any unavailability of Partners' websites or online services modify or abate Client's payment or other obligations under this Agreement in any manner or give rise to a default or right of termination.

8.4 Customization of PILtools.com. The PILtools.com branding package is included with this License. Client shall provide Partners with all design files necessary to complete such custom branding. Additional branding of PILtools.com beyond the PILtools.com branding package will be available at the rates detailed in Section 8.6 (Customization Fees).

8.5 Custom Integration with Partners' Websites. The PILtools.com integration package is included with this License. Client will work with Partners to integrate Client's PILtools.com website with Client's systems using Partners' existing authentication and notification module and data synchronization process. Additional integration work beyond the PILtools.com integration package will be available at the rates detailed in Section 8.6 (Customization Fees).

8.6 Customization Fees. Unless otherwise indicated in the Activity description of a Statement of Work, services for additional branding, integration, customization, modification, or conversion to different file formats will be invoiced at the following rates:

Creative Services Senior Designer	\$350/hour
Creative Services Designer	\$200/hour
Systems Developer	\$200/hour
Video Developer	\$200/hour
Assessment Designer	\$200/hour

8.7 Termination of Agreement. Except in the event of a default, neither Partners nor Client may terminate this Agreement for any reason.

8.8 Postponement. Client may postpone an activity described in any Work Order ("Activity") once with at least 14 days prior written notice to Partners, provided the rescheduled Activity date is within six months of the original Activity date and payment for the Activity is received within 30 days after the notice of postponement. Partners shall not be obligated to provide the Activity, and any fees related to the Activity shall be deemed earned by Partners and nonrefundable, if any of the following conditions apply to the postponement of an Activity: (1) the postponement request is made less than 14 days before the scheduled Activity; (2) the postponement request is the second or more received for the same Activity; (3) payment for the postponed Activity is not received within 30 days of the postponement request; or (4) the postponed Activity is not completed within the six month window. Client shall reimburse Partners for any and all expenses incurred by Partners in connection with the postponed Activity. For purposes of this Section, in the event that specific dates are not established for the activities summarized in the Investment and Activities Schedule of the Work Order and TBC (To Be Completed By) is indicated, the Activity date and the TBC date will be considered the same, until Partners and Client agree to a specific Activity date. If a specific Activity date has not been agreed upon prior to the TBC date, the selection of a specific Activity date will be considered a request for postponement.

8.9 Incomplete Activities. In the event an Activity does not take place as scheduled through no fault of Partners or, is not fulfilled within the postponement parameters set forth above, Partners shall not be obligated to provide the Activity, and any fees and expenses related to the Activity shall be deemed earned by Partners. Payment in full for such Activity will be due and payable in accordance with the Agreement and/or corresponding Work Order.

8.10 Partners Indemnification. Partners hereby agrees to defend, indemnify and hold harmless Client (and its respective managers, members, directors, officers, shareholders, affiliates, employees and agents) from any damages, losses, expenses, costs, and liabilities to the extent arising out of any third-party claim that the License Materials infringe any third party's copyright, trademark, patent, or other proprietary right.

8.11 Complete Agreement and Modification. This Agreement contains the entire and exclusive understanding and agreement between the parties. No modification or waiver of this Agreement or any provision thereof shall be valid unless in writing and signed by all parties. Any terms and conditions printed on any purchase order, release order, acknowledgement, invoice or other form issued by either Client or Partners shall not apply to the transactions contemplated by this Agreement and are hereby rejected, notwithstanding any language therein to the contrary.

8.12 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of California, without regard to conflict of law provisions or principles.

8.13 Enforcement of Agreement. Partners and Client acknowledge (a) the unique nature of the provisions set forth in this Agreement concerning the License Materials, Confidential Information and Trade Secret Materials, (b) Partners may suffer irreparable harm if Client breaches any of such provisions, and (c) monetary damages may be inadequate to compensate Partners for such breach. Therefore, if Client breaches any of such provisions, then Partners shall be entitled to seek injunctive relief (in addition to any other remedies at law or equity) to enforce such provisions.

8.14 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8.15 Continuing Obligations. Upon the expiration or earlier termination of this Agreement: (a) the provisions of this Agreement pertaining to the License Fee, the License Materials and Confidentiality shall remain in full force and effect; (b) Client shall discontinue using the License Materials including, without limitation, the Trade Secret Materials and any other proprietary rights and materials of Partners and shall not again use the same in any manner whatsoever; and (c) Client shall return to Partners the original and any and all copies and revisions of the License Materials including, without limitation, the Trade Secret Materials, existing in any medium whatsoever, that were not distributed to License Holders.