



Procurement Contracting & Payment Services

PO Box 6024

Morgantown, WV 26501

Ph: 304-293-5711

Visit WVU PCPS at: <http://procurement.wvu.edu>

Contract Number: U25OLOGIE

Please show this number on all packages and documents related to this Order.

Contract Owner: J. DeVol

RFx No.: N/A

Supplier: Ologie, Inc. 447 East Main Street Columbus, OH 43215 Contact: Tyler Durbin tdurbin@ologie.com	Ship To: West Virginia University Strategic Communications and Marketing P.O. Box 6025 Morgantown, WV 26506 Attn: Heather Richardson heather.richardson@mail.wvu.edu	Invoice To: West Virginia University Payment Services PO Box 6024 Morgantown, WV 26501 Ph: 304-293-5711 pcpsap@mail.wvu.edu Itemize invoices according to Agreement or Purchase Order
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AGREEMENT

This Agreement constitutes acceptance of the Agreement by and between West Virginia University Board of Governors on behalf of West Virginia University and Ologie, Inc.

for: Brand Rejuvenation

Effective date beginning November 20, 2024 and extending through November 19, 2025

Any Services performed under this Agreement are to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for these services. In the event funds are not appropriated for these services, this Agreement becomes of no effect and is null and void after June 30.

If "Open-End" is stated in lieu of total purchase order amount – it is due to indefinite quantity or length of Service required; but, only to the extent the services remain within the intended scope of work.

**Total Amount
of this Contract:**

Not to Exceed \$275,000.00

Procurement Officer Signature:

Jackson DeVol

Printed Name: Jackson DeVol

ALL AGREEMENTS / PURCHASE ORDERS / ARE SUBJECT TO THE TERMS AND CONDITIONS INCLUDED HEREIN

WEST VIRGINIA UNIVERSITY
SERVICE AGREEMENT

This **Service Agreement** (“Agreement”) is entered into and effective as of **November 20, 2024**, (the “Effective Date”), by and between the West Virginia University Board of Governors on behalf of West Virginia University, a State agency and institution of higher education governed under the laws of the State of West Virginia, (“WVU”) located at One Waterfront Place, 3rd Floor, Morgantown, WV 26506 and **Ologie, Inc.**, located at **447 East Main Street, Columbus, OH 43215** (hereinafter referred to as “Service Provider”). WVU and Service Provider are sometimes collectively referred to herein as “Parties”, or individually, as a “Party”.

In consideration of the mutual promises, conditions and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Scope of Work: Services.** Subject to and in accordance with the provisions of this Agreement, Service Provider is willing to provide and WVU wishes to obtain those certain services described in Attachment A attached hereto and incorporated herein by this reference (the “Services”). All Services provided by Service Provider under this Agreement shall be provided in a competent, prompt, and professional manner. Service Provider agrees to cooperate in good faith with WVU in connection with the resolution of any concerns that may arise with respect to any of the Services. In rendering the Services performed hereunder, the Service Provider shall communicate with WVU to the attention of Heather Richardson as the main point of contact for review of the Services and Work (defined herein) to be provided.
2. **Compensation.**
 - a. WVU agrees to pay Service Provider: (1) a (☐ fixed fee) in the amount of **Enter Compensation in Writing (Enter Compensation Numerically)** or (2) ☒ See attached Attachment B “Compensation”) as compensation for performing the Services under this Agreement. Payment shall be made to the Party identified in the Preamble and remitted via the utilization of electronic payment or to the remittance address. Upon request from WVU and upon execution of this Agreement, Service Provider shall provide WVU with a completed original Department of the Treasury, Internal Revenue Service, Form W9 “Request for Taxpayer Identification Number and Certification.”
 - b. **Travel Expenses.** If approved in writing by WVU, WVU will reimburse Service Provider for Service Provider’s travel expenses, such travel expenses will be subject to WVU travel regulations, including documentation, which are located at <http://procurement.wvu.edu/employees/traveling>. Unless otherwise agreed by the Parties, all Service Provider incurred travel expenses shall be billed and paid based on actuals. Payment on a monthly basis, shall be supported by receipt, and shall be paid by the University within thirty (30) days after invoice approval. Service Provider shall not bill WVU for travel time unless agreed in advance by WVU in writing.
 - c. All invoices must be submitted electronically. Invoices must be itemized, and include the invoice number, supplier name and remit to address, service dates, and purchase order

number. Service Provider will respond timely to WVU's requests for any additional information necessary to support the payment. WVU will make payment to the Service Provider within forty-five (45) calendar days from the date of invoice. All payments will be made in US Dollar (USD). Service Provider will work with WVU to submit the required documentation to register for electronic payments.

- d. Service Provider must complete online registration in WVU's Total Supplier Manager system before any purchase orders or payments can be issued. Service Provider shall contact WVU's Payment Services and establish electronic remittance and payment, via WVU's Supplier Portal or CXML, of invoice submittals within a reasonable time of execution of this Agreement. WVU Payment Services may be contacted via email at pcps@mail.wvu.edu or by phone at 304-293-5711.

3. Confidential Information.

- a. Definition. "Confidential Information" means any confidential or proprietary information furnished by one Party to the other in connection with the Services that is specifically marked as confidential, or understood to be confidential, which may include all information provided to Service Provider by WVU in order to accomplish the deliverables defined in Attachment A.
- b. Obligations. For three (3) years after disclosure of Confidential Information, the receiving Party may only disclose Confidential Information to its directors, officers, employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of the Services. Notwithstanding the foregoing, the obligation to maintain confidentiality extends indefinitely for any trade secrets agreed to be received under this Agreement. WVU may refuse to accept any Confidential Information offered by Service Provider.
- c. Exceptions. The obligations of Section 3.2(b) do not apply to information that the receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third Party without a known obligation of confidentiality to the disclosing Party; (iv) is required to be disclosed to comply with a law, regulation, or court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure.
- d. Ownership and Return. The disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this Agreement or at the request of the disclosing Party, the receiving Party shall return all originals, copies, and summaries of Confidential Information in its possession or control, except that legal counsel of the receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Agreement.

4. Materials. All materials, equipment, and instruments purchased using funds provided by WVU shall at all times remain under the sole ownership and control of WVU, unless otherwise provided for in this agreement or Attachment A.

5. Intellectual Property.

- a. Definition. All inventions, discoveries, improvements, developments, data, analyses, concepts, trade secrets, original works of authorship, formulas, work products, drawings, images, photographs, prototypes and other materials, know-how, designs, algorithms, computer programs, (including, but not limited to, source code, object code routines, macros, apps, etc.), databases, strategies, processes, procedures, methodologies, and techniques, and all documentation relating to the foregoing, whether or not patentable or registrable under copyright or similar laws, which Service Provider, alone or jointly, while operating within the scope of Services listed on Attachment A, creates, conceives, develops, reduces to practice, or causes another to create, conceive, develop, or reduce to practice for WVU, will collectively and individually be referred to as the “Work.”
- b. Work Made For Hire. Service Provider and WVU understand and agree that (i) the Work shall be deemed a “work made for hire” within the meaning of that term under the United States Copyright Act, 17 U.S.C. §§ 101 et seq., as amended or superseded, and (ii) each Party considers the Work that results from the Services to be rendered by Service Provider hereunder and all rights therein, including, without limitation, copyright and other proprietary rights (both tangible and intangible), including the right to revise, edit and distribute the same, belongs to WVU and (iii) WVU shall be deemed the sole and exclusive owner of all right, title and interest in and to such Work in any and all media, languages, territories, jurisdictions throughout the world, now known or hereafter devised, including but not limited to, any and all work of authorship, copyrights, and copyright registrations. To the extent that any portion of the Work does not constitute a “work-made-for-hire” owned by WVU, Service Provider hereby assigns and agrees to assign and transfer all of its right, title and interest in such Work to WVU pursuant to paragraph 5(c) hereof.
- c. Assignment. Service Provider agrees to assign and does hereby irrevocably assign and transfer to WVU, its successors and assigns, the entire right, title and interest in and to the Work, (including, but not limited to, any Work not deemed, for whatever reason, to have been created as a work made for hire), products, results, deliverables, and materials of the Services provided by Service Provider in any and all media, languages, territories, and jurisdictions throughout the world, now known or hereafter devised, including, but not limited to any and all inventions, patents, patent applications, copyright registrations, copyright applications, trade secrets, know-how, and other intellectual property rights in the Work, and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to the right to prosecute all causes of action, either in law or in equity to recover damages for past, present, or future infringement, and in and to all rights corresponding to the foregoing throughout the world.

- d. Use of the Work. WVU shall have the unrestricted right to use, display, publish, perform, record, copy, broadcast, transmit, distribute, augment, subtract from, modify, distort, translate, transfer, combine with other information or materials, create derivative works based on, sell, or otherwise exploit for any purpose, the Work and any portion thereof, in any manner or media throughout the world, as WVU may in its sole discretion determine. Service Provider hereby irrevocably waives and assigns to WVU any and all so-called moral rights or “droit moral” Service Provider may have in or with respect to any Work and agrees not to assert any moral rights against WVU with respect to the Work. Notwithstanding the foregoing, nothing contained herein will require WVU to exercise or exploit any of WVU’s rights in or to the Work.
 - e. Delivery and Disclosure. Service Provider shall deliver to WVU all deliverables and Work, whether in physical or electronic form, to WVU according to the requirements in Attachment A or upon completion. Service Provider agrees to report promptly in writing to WVU any discovery or invention developed under this Agreement.
 - f. Cooperation. Upon WVU’s request, Service Provider agrees to promptly execute and deliver to WVU all papers and to perform such other proper acts as WVU may deem necessary to secure for WVU or its designee the rights herein assigned, including, but not limited to, assignments, declarations for patent applications, copyright registrations, or such other documents as are necessary to effectuate the purposes of this Agreement and to vest in WVU ownership of all Work. Service Provider hereby irrevocably appoints WVU as Service Provider’s attorney-in-fact with full power to execute, acknowledge, deliver and record any and all such documents Service Provider fails to execute within five (5) business days after WVU’s request therefor.
 - g. License to Prior Work. Nothing herein conveys or transfers ownership of or rights to Service Provider’s Prior Works. If Service Provider incorporates into any Services any original work or authorship created or owned by Service Provider prior to this Agreement (“Prior Works”), Service Provider hereby grants to WVU a non-exclusive, assignable, irrevocable, perpetual, worldwide, sub-licensable (through one or multiple tiers), royalty-free, unlimited license to use, copy, reproduce, distribute, publish, modify, adapt, alter, translate, improve, create derivative works of, practice, publicly perform, publicly display and digitally perform and display such Prior Works as incorporated into the Services in any media now known or hereafter known.
 - h. Other Agreements. For clarity, in the event Service Provider is also involved in research collaboration with WVU pursuant to subcontracts or sponsored research agreements administered by the West Virginia University Office of Sponsored Programs, intellectual property rights may be governed by the terms of the separate grant or contract with the University to the extent such grant or contract includes conflicting intellectual property terms.
6. Subcontractors. Service Provider shall provide written notice to WVU prior to entering into any third-party subcontracts to accomplish the Services under this Agreement. Service Provider must cause its third party subcontractors and their employees to comply with all relevant terms and

conditions of this Agreement, including without limitation Section 3 (Confidential Information), Section 4 (Materials), Section 5 (Intellectual Property), Section 8 (Use of Name for Publicity), Section 9 (Record Keeping, Audit Rights, and Reports), and Section 13 (Independent Contractor).

7. Indemnification. Service Provider shall hold harmless, defend and indemnify WVU and its board of governors, officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses, including, but not limited to, reasonable attorneys' fees, because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of: (a) performance or breach of this Agreement by Service Provider, or (b) Service Provider's use of WVU's premises, (c) any claim of patent, trademark, copyright, franchise or other intellectual property infringement by the Work and/or Services provided by Service Provider hereunder or (d) any act, error, or omission on the part of Service Provider, or its agents, employees, invitees, participants, or subcontractors, except where such claims, losses, causes of action, judgments, damages or expenses result solely from the negligent acts or omissions or willful misconduct of WVU, or its board of directors, officers, employees, or agents.
8. Use of Name for Publicity. Neither Party shall use the name of the other Party in any advertising, publicity, news release, or promotional material without the prior written approval of the other Party.
9. Record Keeping, Audit Rights, and Reports. Service Provider shall maintain accurate accounting records for all goods and services provided pursuant to this Agreement and shall retain all such records for a period of at least three (3) years following termination of this Agreement. Upon reasonable notice and during normal business hours, WVU, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the provision of goods and services under this Agreement. WVU's audit rights shall extend throughout the Term of this Agreement and for a period of at least three (3) years thereafter. During the Term, upon request, Service Provider shall summarize and concisely report to WVU in a timely manner information requested by WVU pertaining to the Services.
10. Notices. All notices under this Agreement shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or such other addresses as the Parties may designate from time to time by written notice in the above manner:

For WVU: Heather Richardson
Strategic Communication and Marketing
PO Box 6025, Morgantown, WV 26506
304-293-9625 heather.richardson@mail.wvu.edu

Copy to: Office of the General Counsel
105 Stewart Hall P.O. Box 6204
Morgantown, WV 26506
304-293-5841
LegalServices@mail.wvu.edu

For Service Provider: Ologie, Inc.
Tyler Durbin, VP Account Management
447 East Main St.
Columbus, OH 43215
740-501-0350 tdurbin@ologie.com

11. Compliance with Law. The Parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law.

12. Termination.

- a. Term. This Agreement shall commence on the Effective Date, and will terminate on **November 19, 2025**, or as otherwise stated in this Agreement. This Agreement can be renewed upon mutual written agreement by both parties.
 - b. Termination. This Agreement may be suspended or terminated by either Party at any time by giving thirty (30) days written notification to the appropriate contact of the other Party.
 - c. Termination for Breach. In the event that either Party shall be in breach, violation or default of any of its obligations under this Agreement and shall fail to remedy such default within thirty days (30) after receipt of written notice thereof, the Party not in default (reserving cumulatively all other remedies and rights under this Agreement and at law and in equity) shall have the option of terminating this Agreement upon written notice thereof.
 - d. Surviving Terms. Expiration or termination of this Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination. Expiration or termination of this Agreement does not affect the Parties' rights and obligations under Articles 3, 5, 9, 17, 19, 21.
 - e. Payments on Termination. If this Agreement is terminated prior to its expiration for any reason other than a material breach by WVU, then on the effective date of termination, WVU shall pay Service Provider (a) for costs that were incurred by Service Provider through the date of termination or for the work that was performed through the date of termination, documented by verifiable receipts, and (b) for all uncancellable financial commitments that Service Provider intended to pay through WVU's funding under this Agreement. On the other hand, if Service Provider retains WVU funding on the effective date of termination that has not been committed or expended, Service Provider shall return the remaining unobligated balance to WVU within five (5) business days of the termination date.
13. Independent Contractor. Service Provider shall perform the Services as an independent contractor. WVU is interested only in the results to be achieved and compliance by Service Provider with the terms and conditions of this Agreement and all applicable laws. The conduct and control of the Services shall lie solely and exclusively with Service Provider. Neither Service Provider nor any

of its agents, employees, subcontractors, servants or invitees (collectively "Service Provider Employees") shall be considered an agent or employee of WVU, nor shall anything in this Agreement be construed as creating a single enterprise or joint venture, for any purpose. Service Provider Employees are not entitled to any benefits provided by WVU for its employees. However, the work is subject to the right of inspection and approval by Service Provider and all applicable governmental authorities. Service Provider shall be solely responsible for the acts of Service Provider and its Employees during the performance of the Services.

14. Insurance. During the term of the Agreement, Service Provider shall procure, at its own expense, and maintain for the duration of the Agreement, the following insurance coverage from insurers licensed or registered to do business in the State of West Virginia: (a) Commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; (b) Worker's Compensation insurance in accordance with applicable statutory limits; and, if applicable, (c) professional liability insurance of \$1,000,000 per claim/loss and \$2,000,000 annual aggregate, with proof that coverage shall remain in effect for a minimum of three years from the date of completion of the project, Service Provider shall provide such other insurance as may be required by law. All applicable liability insurance carried by Service Provider in connection with the Services shall list WVU as an additional insured and such insurance shall be primary and not contributory as to any other insurance WVU may have in effect. The Service Provider shall provide a certificate of insurance to WVU evidencing required coverage prior to commencement of the Services. All policies shall provide a minimum of thirty (30) calendar day's written notice prior to cancellation or material change. The insurance company(ies) providing the above described coverage shall have an AM Best Rating of no less than (A-) excellent.
15. Representation and Warranty. Service Provider does hereby represent and warrant that all Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such Services. By executing this Agreement, Service Provider represents and warrants that Service Provider (i) has thoroughly investigated and considered the work to be performed, (ii) if applicable, has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, (iv) fully understands the facilities, difficulties and restrictions in the performance of the Services under this Agreement, and (v) to the extent Service Provider utilizes third-party licenses to develop the Work, including Prior Works, the Service Provider has acquired all of the rights and licenses necessary from said third-party to convey the rights required by Section Five (5), Intellectual Property, herein. Should the Service Provider discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by WVU, Service Provider shall immediately inform WVU of such fact and shall not proceed except at Service Provider's risk until written instructions are received from WVU. By execution of this Agreement, Service Provider warrants that it is a registered vendor with the State of West Virginia and in good standing.
16. No Debarment by Federal Agency. Service Provider does hereby warrant, represent and certify, to the best of Service Provider's knowledge and belief, after reasonable inquiry that no principal, officer, director, employee, agent, consultant, independent contractor or other person associated with Service Provider (i) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; (ii) has, within the three year period preceding the Effective Date, been convicted of, or had a civil

judgment rendered against them for, commission of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; for violation of a Federal or State antitrust statute; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; or for making false statements or receiving stolen property; (iii) is presently indicted or otherwise criminally or civilly charged or under investigation by any governmental entity (Federal, State or local) with regard to the commission of any of the offenses enumerated herein; nor (iv) has, within the three year period preceding the Effective Date, had any public transaction (Federal, State, or local) terminated for cause or default.

17. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of West Virginia. The Parties shall bring any action in connection with this Agreement in courts of competent jurisdiction in the State of West Virginia.
18. Survival of Terms. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.
19. Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, epidemic, pandemic, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.
20. Export Controls. The Parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Agreement. Service Provider shall notify WVU before providing WVU with any export-controlled information or materials by referencing this Agreement and a description of the export-controlled information to exportcontrol@mail.wvu.edu.
21. Equal Opportunity: Non-Discrimination. Neither Party shall discriminate against any employee, applicant for employment, or recipient of Services on the basis of race, religion, color, creed, sex, age, disability, national origin, marital status, ancestry, sexual orientation, or gender identity.
22. Taxes. Service Provider shall pay all taxes which may be levied or incurred in connection with the performance of any services under this Agreement, including taxes levied or incurred against Service Provider's income, inventory, property, sales, or other taxes.
23. Agreement Construction. The Parties to this Agreement recognize that each of them have independently initiated this Agreement and the terms within this document. As such, ambiguities within this Agreement may not be construed against either Party. Furthermore, each Party has had the opportunity to have this Agreement reviewed by its own legal counsel.
24. Miscellaneous. This Agreement (a) may not be assigned or transferred by either party without the other party's prior written consent; (b) constitutes the entire understanding of the Parties with respect to the subject matter hereof; (c) may be modified or amended only in a writing signed by duly authorized representatives of both Parties; any waiver of rights or failure to act in a specific

instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance; (d) the Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument; and (e) headings are for convenience and do not affect the meaning of any provision of this Agreement. WVU may assign this Agreement to a successor board, agency, or commission of the State of West Virginia by providing written notice to Service Provider.

25. Entire Agreement. This Agreement with its exhibits constitutes the entire agreement between the Parties and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, relating to the performance of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their duly authorized representatives.

West Virginia University Board of Governors on
behalf of West Virginia University

Ologie, Inc.

X M. Todd Kiger
Digitally signed by
M. Todd Kiger
Date: 2024.11.21
17:48:11 -05'00'
Signature (Authorized representative)

X *Tyler Durbin*
Signature (Authorized representative)

Signatory: M. Todd Kiger

Signatory: Tyler Durbin

Title: Director of Procurement

Title: Vice President

Date: _____

Date: November 21, 2024

This standardized WVU Service Agreement ("Agreement") has been approved as to form prior to use on this 9th day of June, 2022, by the Office of the West Virginia Attorney General as indicated in the signature line below. Any alteration, modification or addition to this Agreement, other than completing the fillable sections, are void unless the alterations, modifications, or additions are expressly approved in writing by the Office of the West Virginia Attorney General.

PATRICK MORRISEY, ATTORNEY GENERAL
BY: *John S. Brown*
DEPUTY ATTORNEY GENERAL

Brand Rejuvenation

PREPARED FOR /

West Virginia University

MORGANTOWN, WV



Getting Started

Thank you for selecting Ologie! We know that projects are most successful when there is a strong, collaborative partnership. We commit to doing everything in our power to meet the objectives of the project and create a good working experience. We also expect that you'll do the same.

To that end, this document outlines the assumptions, practices, and policies that will help to ensure that everything happens accurately and efficiently. It's important that we review it together and nail down the project's details, with a particular focus on the scope and timeline. While we can make small adjustments continually throughout the course of the project, by approving this document we are both agreeing to operate based on the information outlined here.

Key Contacts

Having clarity about points of contact makes life easier for both sides of our relationship. From Ologie, you will have an account management team with a primary contact for your day-to-day communication and a secondary point of contact as a backup. We'd like the same approach from you so that all lines of communication can be clear.

From Ologie	From West Virginia University
<p>Tyler Durbin Vice President, Account Management 740-501-0350 tdurbin@ologie.com 447 East Main Street Columbus, OH 43215</p> <p>Kate Gaines Project Manager kgaines@ologie.com 447 East Main Street Columbus, OH 43215</p> <p>Executive Sponsor Bill Faust President bfaust@ologie.com 447 East Main Street Columbus, OH 43215</p>	<p>Heather Richardson Interim Vice President, Strategic Communications and Marketing hrichard@mail.wvu.edu</p>



About the Project

Founded in 1867, West Virginia University is a public land grant institution that serves the state and the nation through higher education, research, and community outreach and extension. As the state's premier public university, WVU has just under 28,000 undergraduate and graduate students, to whom it offers over 300 majors, certificate and continuing education programs, and research opportunities through three campuses, including the flagship location in Morgantown. The Morgantown campus is made up of 12 colleges and schools such as business, engineering, and medicine. The university is highly ranked in several areas and last year received over \$275 million in research funding.

For about the past two years, WVU has been undergoing a formal program of academic transformation, aimed at positioning the institution for the future and creating a stronger and better university. And while this program was not strictly about reducing costs or managing expenses, it did involve numerous strategies that have had difficult consequences, including the elimination of certain programs and majors with low demand, some reductions in faculty and staff to align with that demand, and the merging of six colleges into three to create more focus.

Over a very short period, this effort has begun showing signs of success, and WVU is regaining momentum. It's now clear that these moves are contributing to achieving the goal of a stronger institution. But while the university is beginning to see positive results, the overriding narrative put forth by numerous stakeholders — including the media — continues to focus on the negative aspects of the effort. West Virginia University feels that it's now time to reclaim this narrative and to evolve its brand to focus on the future. The overarching goal of this initiative is to develop a clear and consistent message and create a platform for storytelling so that WVU can share its achievements in education, research, and community engagement. Simply put, an evolved brand should communicate that the university is indispensable to the people of West Virginia, the state, and the nation, and that it has invested in the right programs and is achieving the kinds of outcomes expected of a premier land-grant institution.

The specific objective of the engagement described in this proposal is an evolved brand platform that will:

- articulate clearly and concisely what's distinctive about WVU and its offerings
- position the WVU brand as a top-choice higher education opportunity among its national peers and regional competitors
- redefine the brand's most differentiating attributes, benefits, and overarching story
- develop and deliver compelling messages to its key audiences (particularly prospective students, current students, and their influencers, but also research funders, business leaders, employers, and the media)
- attract, retain, and engage WVU's best-fit students, faculty, and staff
- increase awareness of and build the reputation of WVU's offerings beyond West Virginia



Project Scope

The project will be divided into three phases with the following key activities:

Phase 1: Discover

During this phase, we'll immerse ourselves in all facets of WVU's current brand, its image and messages, and the overall communications landscape, to assess the current situation, gather input, and develop insights that will inform the strategy

What we will do:

Project Kickoff

- Develop a Discovery Packet outlining the recommended discovery activities to be conducted following the project kickoff meeting. This will include recommendations on materials to be shared with Ologie for auditing, recommended qualitative interview participants, potential peers and competitors to assess, and high-level recommendations for stakeholder management and socialization.
- Facilitate a project kickoff meeting with the core team to review roles and responsibilities, and to discuss project goals, objectives, logistics, timing, and socialization needs. We'll also discuss the criteria for a research plan for the qualitative and quantitative approaches described below.

Immersion, Audits, and Secondary Research

- Review the current situation, examining relevant information provided by the core team, including:
 - existing research and related insights, such as alumni survey data, student admission surveys, enrollment data, student outcomes, communication and enrollment strategies, institutional research data and strategy, and the like
 - the university's current strategic transformation plan and any documentation related to its development, evolution, and emerging outcomes
 - any public information about the school, such as rankings, press articles, profiles on search sites, and the like
 - secondary planning documents, including those for admissions and advancement, research, and any additional communications and marketing plans
 - the university's most recent versions of brand strategy and visual identity guidelines
- Perform a thorough marketing audit of existing communication touchpoints to gain a comprehensive view of WVU's current messaging and brand expression. This will include reviewing the following:
 - marketing materials across the enrollment funnel in print (if applicable), digital, video, and social media, used for awareness building, lead generation, and retention



- advancement communications, including campaign materials
- institutional research communications and messaging
- communications from the strategic transformation efforts
- Perform a similar (but less extensive) audit for six to eight competitors or aspirational peers, to identify best practices and opportunities that exist within the competitive landscape.
- The list of peers and competitors will be determined in collaboration with the core team, and will include institutions that are generally thought to be in the same consideration set as WVU. (Note: We realize that competitors can vary greatly by program and major, and even for competitive research grants, but we're confident that, together, we can identify six to eight peer institutions that we can learn from and that will inform the process.)

Qualitative Primary Research

- Plan and conduct a set of qualitative interviews and group discussions, either in person or virtually or both, including the following steps:
 - Develop a research sampling plan that identifies whom we will include and why, by their function and relationship to the WVU brand. Candidates for all interviews and discussion groups will be selected in conjunction with the core team, based on availability and relationship to the university. The sample will include a diverse mix of university leadership, trustees, students, faculty, staff, alumni, and other influencers, as well as a range of sociodemographic groups such as genders, races, ethnicities, and the like.
 - Develop a series of discussion guides for each sample segment included in the plan.
 - Conduct the interviews and group discussions with the selected internal stakeholders, in order to gain a baseline understanding of WVU, and to explore key differentiators across the education and research spectrum.

Note: We'll work with the core team, providing the tools to schedule the interviews and group discussions. Also, realizing that there may be some fatigue from recent transformation efforts, we'll try to draw on as much of that work as we can and be sensitive to the number of interviews we conduct here.

Quantitative Primary Research

In order to objectively measure the strength and perceptions of the existing brand, and to identify attributes and characteristics that will help us build a credible, authentic, and differentiated brand platform, we will conduct a comprehensive brand awareness and perception study. This research can serve as an initial benchmark for future tracking studies that will measure brand awareness and perception over time. With this first quantitative study, however, we will aim to:

- gauge awareness of and familiarity with West Virginia University overall
- explore how various audiences perceive the brand, including their emotional and rational reactions to it based on their experiences



- measure perceptions of WVU as compared to selected peers and competitors
- identify any gaps between internal perceptions and external perceptions (those of alumni, prospects, business and research leaders, and their influencers)
- determine the most meaningful points of engagement for each audience
- discover respondents' communication preferences and any untapped messaging opportunities
- gather benchmarking criteria for key performance indicators that can be used to evaluate changes or influencing factors on audience perception and recognition
- summarize our analysis and key findings for the core team

Research Approach: To achieve these objectives, we recommend a 12-to-15-minute online survey, conducted with sample groups of internal and external audiences, as follows:

- Internal audiences — This group could include current students, faculty, staff, leadership, and trustees.
 - *Note: For internal audiences, Ologie will rely on the core team to provide email lists for fielding purposes. In an effort to boost participation, the email invitation to participate in the survey will appear to come from a key point of contact at the school.*
- External audiences — This group could include (but not be limited to) the following:
 - prospective students and families
 - alumni
 - enrollment influencers, such as college guidance counselors or employers (optional)
 - if possible, research partners or funders (due to historically low survey response rates for B2B audiences, these may need to be included in the qualitative interviews only)
 - *Note: The research with external audiences can be executed most efficiently using email lists of prospective audience members supplied by the core team. In addition, Ologie will offer a recommendation for the list options available through online panel providers and will design a sample purchase plan.*

Why include both internal and external audiences? Internal stakeholders are best equipped to speak to the current state of the university's brand, as well as its attributes, strengths, and challenges. This group represents the best-case scenario for the core team and is typically the primary driver of insights that are used to inform and define the new brand. Data collected from external audiences will provide a different set of insights, from the perspective of outsiders looking in. External stakeholders provide an unbiased picture of the brand as it exists within the competitive marketplace.

By comparing the opinions of the external audiences against those of internal stakeholders, we can identify gaps between reality and potential. While both the internal and external audiences will share the same survey instrument, the results will be analyzed separately, showing differences (or consensus) in opinions by audience type. The online questionnaire will focus on multiple topics, such as:



- General wants and needs — How do the needs of internal stakeholders compare to those of the external audiences?
- The competitive marketplace — What level of awareness exists for WVU relative to its competitors, peers, and aspirational peers? What are WVU's competitors and peers known for?
- Brand perceptions — How do audiences perceive the current brand, its reputation, and its identifying characteristics? How does the brand currently perform on key decision drivers and other performance attributes for education and research outcomes? Is the brand viewed as having forward momentum? What strengths and weaknesses are associated with it?
- Connecting to existing brand elements — How do various existing brand elements resonate with key constituents? What potential exists for including or evolving those elements as part of an evolved message and story?

Analysis and Key Insights

- Drawing on our findings from all the inputs in this phase, summarize our insights and their implications for the work ahead.

Timing: 4 to 6 weeks

Phase 2: Define

In this phase, we'll translate the findings and insights from Phase 1 into a positioning and messaging strategy, which will include audience personas, brand essence and positioning, a core value proposition, and ideas for how the messaging might flex to address the needs of selected audiences and areas of the university.

What we will do:

Strategy Workshop

- Facilitate a collaborative workshop with the core team, where together we will:
 - review and discuss the discovery findings, analysis, insights, and implications
 - review best practices for positioning and storytelling within and outside of higher education, especially among WVU's direct competitors and aspirational peers in the education and research space
 - categorize major audience segments, identify their needs, and begin to construct qualitative personas for the key segments
 - drill down and prioritize key message elements, including attributes, benefits, and proof points
 - explore overarching themes or big ideas that might express WVU's unique story



- begin to clarify criteria for the visual and verbal framework that will establish the personality, voice, look, and feel of the evolved brand and story

Positioning and Messaging Strategy

- Translate all relevant insights into a positioning and messaging strategy that's clear and concise and that answers the following questions:
 - Who is WVU for? (best-fit student segments, research funders and partners, and so on)
 - What does WVU offer and why does it matter? (distinct attributes, benefits, and proof points, and how they might flex for different audiences and stakeholders)
 - Where will this place WVU in relation to its competitors and peers? (positioning)
 - How should WVU communicate its core messaging? (personality and initial thoughts on selected channels and tactics)
 - What are some of WVU's key outcomes and signature stories?
- Present the preliminary strategy to the core team for review and input.
- Refine the strategy based on this feedback, and review it with the core team for a second time. Prepare this work for socialization with a broader stakeholder group.
- Socialize this iteration of the strategy with a broader stakeholder group at WVU as appropriate, to collect as much input and buy in as possible.
- Based on this wider stakeholder feedback, collaborate with the core team to determine the final refinements to the strategy.
- Provide a final, approved brand positioning and messaging strategy for WVU, including how the messaging will affect overall marketing efforts going forward for enrollment, advancement, and reputation building.
- Drawing on what we've learned so far and our discussions about socializing the work, determine the number and nature of sample tactics to explore in Phase 3 and the overall depth of these explorations for the three concepts.

Timing: 4 to 6 weeks

Phase 3: Create

In this phase, we'll work with the core team to develop selected sample tactics that demonstrate how and where the brand and messaging strategy comes to life.

What we will do:

Creative Exploration

- Develop a set of three alternate creative concepts for telling the WVU story, based on the parameters set in Phase 2. Each concept will include:
 - A big idea and a narrative to express the brand promise (this may or may not become a tagline; we advocate focusing on the idea first and the execution after). Note: This will include new verbal directions, but also might include how the current big idea of "Mountaineers Go First" could evolve.
 - Options for visual and verbal elements, such as voice, tone, color palettes, typography, photography, and graphic language.
 - Sample touchpoints that illustrate how the concept might come to life for key stakeholder groups and audiences.
- Share the creative concepts in a collaborative review and discuss their strengths and challenges in relation to the brand strategy.
- Based on the presentation and discussion, collaboratively identify a single creative direction (or at most two directions) to refine and pursue for creative testing.

At this stage and if the project timeline allows, Ologie recommends conducting creative testing to ensure that the creative platform resonates with key audiences outlined within the messaging strategy. We're not including testing as an activity or deliverable in the scope at this time, but will approach the topic with WVU at the appropriate time.

Final Refinement and Brand Guidelines

- Refine the creative platform based on the test results and share it with the core team. Socialize it with a broader stakeholder group, as needed, to collect as much buy-in as possible prior to final documentation.
- Create a high-level set of brand guidelines for the creative platform that explain the overall strategy and story, so that WVU can consistently manage its communications and the stakeholder experience over time. The guidelines will include:
 - a summary of the evolved strategy (including messaging, audiences, and personality)
 - the evolved story (theme, narrative, and key graphic elements)
 - application of the platform to sample conceptual tactics



- instructions for using the guidelines, including tips and recommendations for working with each of the brand elements
- Package the files for the guidelines and deliver them to the core team for distribution and ongoing management.

Training

- Conduct a half-day training session with key communicators to share all aspects of the messaging strategy and brand story.

Brand Launch Planning

During Phase 3, as the creative direction comes to life and a final platform is established, we will also dedicate time to discussing how and when to launch WVU's evolved brand internally and externally. Since we are uncertain of how the idea of an evolved brand will be affected by the strategic transformation efforts, we're hesitant to recommend a specific launch strategy until we know more and can collaboratively craft the best approach with your team. There are many questions to answer, such as the following:

- Should the launch be large and pervasive across the university, to align people and create optimism and positive momentum? Or would a more incremental, subtler approach have a greater impact?
- Should the internal launch align with any scheduled events in 2025?
- How does the launch inform or coincide with other events at WVU?
- Should it occur before or after the leadership transition?

Timing: 8 to 10 weeks



Deliverables

This project includes the delivery of the following items:

- A discovery packet outlining initial recommendations for discovery activities.
- A kickoff meeting.
- A collaborative working session between Ologie and WVU, including a summary of our key insights and their implications.
- An evolved institutional brand positioning and messaging strategy for WVU.
- An evolved brand creative platform for WVU, with tangible examples of how the brand story flexes for different audiences and areas of the university (enrollment, advancement, research), as well as selected sample tactics across the communications flow.
- Recommendations for evolving the brand's visual elements, so that they're stronger and better in support of the new brand and story.
- A high-level set of brand and messaging guidelines.
- Training for selected marketing and communications staff.
- Planning and recommendations for launching the evolved brand

Exclusions

The following items are not included in this project's scope; they can be priced separately if needed or appropriate:

- Media planning, strategy, purchasing or placement
- Brand identity (logo) and architecture
- Marketing or brand launch plans
- Photography or video
- Printing
- Licensing fees for any visual brand attributes (like stock photography)

Anything not specifically listed as a deliverable is excluded from the project's scope. Additional deliverables and activities can be added to the scope with a change order. The change order will define



the additional scope and professional fees; once it is approved, we will add the new scope to the timeline.

Timing

A more detailed timeline will be provided. Please review the timeline carefully, as it is critical to the project's overall success. We recognize that things will change along the way, and we think it's smart to make sure we're adapting to the needs of the project as it progresses. While specific dates may shift, we do ask for your commitment to the overall duration of the project, honoring the target end date. Please ensure that it includes enough time for your internal review and approval processes.

The timeline will be carefully monitored throughout the project. If we need to make adjustments during the course of the project, the timeline will be updated for both of us to review and approve. Because we allocate our resources to your project well in advance, any changes to the timeline should be addressed as far in advance as possible. If your team fails to meet a milestone, or otherwise causes the schedule to shift, Ologie may need to reassess the timeline as a whole.

Once we have an approved timeline, Ologie will make every effort to stay within its parameters, and we expect the same commitment from our clients. If a project timeline shifts more than three weeks without advance notice and planning, additional fees may be incurred.

Scope and Timeline Management

The project scope and timeline are essential tools for managing the project. We will set up key milestone meetings to cover activities in the project and to actively review the scope and timeline. Minor adjustments can be made throughout the project; if this happens, we will provide new copies of the scope and timeline for your review and approval.

Team

Ologie assigns the best-fit team to each project based on experience, familiarity with the content, skill set, and availability. Your primary contacts will be your account management team, but throughout the project, you'll also hear from other members of the team at certain times. We will provide a full team sheet for your reference. We reserve the right to make changes to the team as we deem appropriate—and we would do so always with the best interests of the project in mind.

Just as consistency in our team is important, it's equally important in your team. Changes to our primary client contacts or other significant players on the team could result in delays or other project interruptions. If this happens, please alert us as soon as possible, and we'll work together to ensure that the scope and timing remain accurate. Any significant change to objectives, timing, deliverables, or scope could result in additional fees.



Creative Brief

Ologie will prepare a creative brief that will guide creative exploration and concept development. The brief serves a critical role in the process in that it sets the direction and parameters for the creative. A good brief will ensure that we are all operating with the same expectations for the work. Ologie will develop the brief and review it with you for refinement and finalization.

We will ask for your approval of the creative brief before creative work begins. This is a key step in the process.

Rounds of Work

Developing strategy and creative deliverables requires an iterative process of creating work, sharing it, receiving feedback, and refining the work. Since time management is critical to keeping a project on track, the number of rounds for this project's scope is limited. Therefore, it's important that we get the most out of each round. Here's how we can optimize the time and process:

- Ologie will set clear expectations for what each round will include and what it will accomplish in the overall process. We will package the work to best serve review and socialization.
- For each round of revision, your team will provide consolidated feedback at one time from a single point of contact. Written feedback is preferred, with the opportunity to discuss it for clarity.
- Your team will provide feedback within an agreed-to timeframe, per the timeline.
- A round is defined as every time Ologie shares work and your team provides feedback. Each time the work is refined and delivered constitutes an additional round.

If the project requires more rounds of work than the project scope allows, the account manager will present options for accommodating the additional work in the timeline and will provide a change order for additional fees if needed.

Meetings and Presentations

It's important to determine exactly when Ologie should travel to you or, alternatively, when you should travel to Ologie. When an in-person meeting isn't essential, we can save on project hours and expenses by conducting meetings via video.

The project scope will include a fixed number of travel days and hours. If additional travel is required, the account manager will provide a change order for professional fees and an expenses estimate.



Legal Review

Before we deliver creative concepts for client review, Ologie will complete a high-level internal search and investigation of taglines, names, and trademark comparisons. We will document this research to support concept creation, and will be happy to provide it to you on request. Documentation will include the search terms we used and a summary of findings. This search does not constitute a legal review and does not guarantee that the concepts are fully clear of any infringements.

Once a creative direction is selected, we can, at your expense and request, work with intellectual property attorneys to complete a deeper review. If you wish, we can even review more than a single creative direction. These additional research options and related costs vary; we've listed some basic comparative information below.

	Internal Search Basic review of all potential concepts through Internet keyword search and audit of direct competitors	Preliminary Review Professional review of federal trademarks and basic common-law usages	Full Review Comprehensive professional review of all federal and state trademarks, common-law usages, and domain names
Result	documentation of search terms and findings	one-page summary report	full written opinion for client use
Completed by	Ologie	intellectual property attorney*	intellectual property attorney*
Timing	during concept creation and before client review	after client selects creative direction	after client selects creative direction
Additional costs	none	up to \$500 per direction reviewed	\$2,000 to \$4,000 per direction reviewed

**Ologie will manage this process with a preferred third-party IP attorney.*

There is no requirement that you contract with Ologie to complete this research; if you desire, you may use internal counsel or other third parties. Please note that even if a review determines that infringement is unlikely, there is no guarantee that a tagline, name, or other creative element can be trademarked; the full trademark process can take several months to complete.



Approval and Completion

Every organization has different needs for socializing and reviewing work. Ologie knows that supporting this effort is critical to the success of a project. For this reason, please ensure that the timeline provides enough time and steps to cover your specific review and approval needs.

The project scope will include one presentation of the work at each milestone. If you require additional presentations, please discuss this with your account manager so that we can adjust the scope. Ologie will provide digital copies of all presentations. Any additional materials will be billed as expenses.

The project will be complete when Ologie has completed the project deliverables. Any assets, files, and documentation that are needed to implement the final deliverables will be provided at the end of the project. The final deliverables will be labeled accordingly.



Travel Expenses

When Ologie travels to a client site or on client-related business, then the following costs may be submitted to the client for reimbursement:

- **Airfare:** Ologie will reserve economy-class airline tickets with an itinerary that minimizes the total travel time for Ologists to reach the client site and return home. The airfare costs will include an assigned seat on each leg of the itinerary and, if applicable, fees for carry-on and checked baggage. For flights of two hours or more, traveling Ologists may upgrade their seats to Economy Plus (or equivalent) with a cost not to exceed \$50 per person per flight.
- **Lodging:** Client recommendations for hotels are welcome, and Ologie will take advantage of any pre-negotiated corporate rates that the client has with local hotels. If no pre-negotiated rate is available, then Ologie will reserve lodging at a nearby hotel that is three stars or above. (Examples include Hampton Inn and Courtyard by Marriott.)
- **Taxi and Rideshare Services:** These services will be used as necessary and billed to the client at actual cost.
- **Rental Vehicles:** Rental vehicles, reserved through national or local providers, will be used as necessary and billed to the client at actual cost. This also will include any fuel costs associated with the vehicle rental. Vehicle size and class will be determined by the total number of people in the traveling party.
- **Mileage Reimbursement:** If an Ologist uses a company vehicle or their own personal vehicle for travel to and from a client site, then Ologie will invoice the client for mileage reimbursement, using the Internal Revenue Service's standard rate at the time of travel.
- **Overnight Air Travel:** If Ologie's travel plans include overnight air travel (that is, a red-eye flight) in lieu of an additional night at a hotel, then Ologie may upgrade the airfare to a premium class (for the overnight travel only).
- **Travel Agency:** Ologie uses a third-party travel agency to complete all travel bookings. Any reservation fees associated with client-related travel will be billed to the client.
- **Meal Allowance and Per Diem:** The client will reimburse Ologie up to \$79 per person per day for a meal allowance while traveling. All meals will be billed at actual cost. Purchases of alcoholic beverages will not be billed to the client.

Budget Summary

The following summary represents our estimate for professional fees to complete the project as described in this document:

Phase 1: Discovery	\$70,000
Phase 2: Define	\$60,000
Phase 3: Create	\$120,000
Total Professional Fees	\$250,000

Estimated Expenses

Research	\$10,500 - \$12,500
<i>Survey platform:</i>	<i>\$2,000</i>
<i>Brand perception incentives:</i>	<i>\$2,500</i>
<i>One panel audience for brand perception:</i>	<i>\$6,000 - \$8,000</i>

The fees above do not include additional expenses such as travel, lodging, shipping, and creative materials unless otherwise stated. Ologie will seek written approval from WVU for any expenses before they are incurred. Approved expenses will be invoiced along with professional fees as they are incurred.



Billing Schedule

We will make every effort to adhere to the timeline, and we expect the same commitment from you. If a project timeline shifts more than three weeks without advance notice and planning, or if a project is canceled altogether without a 30-day notice, additional fees may be incurred.

Based on the project's timeframe, we propose the following invoicing to occur upon the presentation and/or execution of each of the following activities and deliverables:

- Discovery packet and Kickoff Meeting, estimated completion 12/4/24, \$20,000
- Ologie + WVU collaborative working session, estimated completion 2/19/25, \$20,000
- Quantitative survey and report, estimated completion date 3/11/25, \$30,000
- Brand messaging strategy, estimated completion date 4/8/25, \$60,000
- Creative concept presentation, estimated completion date 5/12/25, \$75,000
- Brand Guidelines, estimated completion date 6/2/25, \$30,000
- Brand Training, estimated completion date 6/30/25, \$15,000

This payment plan should capture 100 percent of the known program budget, but an additional invoice may be required to cover any trailing project expenses. **Standard payment terms are net 45 days.**

Valid Period

The terms of this statement of work, including scope, fee and expense estimates, timing, and team assignments, are valid for 15 days from the date on the document's cover page. After this period, Ologie reserves the right to submit a revised statement of work with updated terms and contents.

