

M+R

LETTER OF AGREEMENT

This letter is to serve as the agreement between ORGNAME (“Organization”) and M&R Strategic Services, Inc., (“M+R”) concerning the Organization’s participation in Scout Quest (“Scout Quest”), M+R’s data co-op service (the “Agreement”). This Agreement shall be effective as of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

**Description of Scout Quest**

M+R will collect information from the Organization regarding its email list and the donation history of the individuals on its email list, as outlined below. M+R will also collect such information from other similar nonprofit organizations that agree to enroll in Scout Quest (each of which are “Scout Quest Enrollees”, including the Organization). M+R will then analyze all the data collected from the Scout Quest Enrollees and will provide each Scout Quest Enrollee with information about the people on its email list based on the information M+R collects from the other Scout Quest Enrollee. No Scout Quest Enrollee will receive information about any individuals it did not submit during the data collection process.

M+R is committed to compliance with applicable US privacy laws. In furtherance of that commitment, we have worked and continue to work with outside counsel to analyze the applicability of various US privacy laws and to develop and implement a comprehensive privacy program. The steps we have taken include:

* Reviewing and updating our public-facing privacy policy to ensure that it accurately describes our information collection, use, and disclosure practices;
* Creating and maintaining processes through which consumers can exercise their information rights, including their rights to request access to, correct, or delete their personal information, or opt out of the “sale” of their personal information or sharing for targeted advertising purposes;
* Updating our customer and partner agreements to ensure that they contain provisions required under applicable privacy laws; and
* Where required under state law, registering as a data broker with state agencies.

Please note that M+R does not intend to collect or utilize information deemed to be “sensitive” under state privacy laws or request such information from our customers as part of our Scout Quest service. Customers have control over what information is provided to M+R, and we encourage all customers to work with their counsel to review what laws are applicable to them and decide what information to send to M+R based on their own compliance obligations. You can learn more about our privacy practices by visiting our [Privacy Policy](https://www.mrss.com/privacy-policy/).

The **Organization’s Participation in Scout Quest**

TheOrganization agrees to enroll in Scout Quest. Accordingly, the Organization will provide to M+R:

* Email address information for all the people in its database, an indication as to whether the people in its database have engaged with email in a given time period in the past year (the time period to be communicated to the Organization by M+R), whether the people in its database have taken an online advocacy action (the time period to be communicated to the Organization by M+R), and whether that email address is unsubscribed.
* Giving history for the past five years for all the people in its database, including first and last name of the donor, amounts donated, whether the donations are recurring or one-time, and the email and physical address of the donor.

After analyzing the data collected by the other Scout Quest Enrollees, M+R will provide the Organization with the following information about the people included on the list it submitted:

* The number of email addresses on the Organization’s email list that are on the email lists of other Scout Quest Enrollees and the number of other email lists they are on.
* The number of email addresses on the Organization’s email list that have clicked on emails from other Scout Quest Enrollees, the number of other Scout Quest Enrollees that they have clicked on emails from, and the number of these individuals clicking for others who are not currently clicking for the Organization.
* The number of email addresses on the Organization’s email list that have taken an online action for other Scout Quest Enrollees, the number of other Scout Quest Enrollees that they have taken action for, and the number of these individuals taking action for other organizations who are not currently taking action for the Organization.
* Indicators for whether the people on its email list have donated to other Scout Quest Enrollees within the past five years, as well as the timeframes for when they made their donations, whether or not they make monthly donations, and the largest size donations they have made during the past five years.
* Indicators for whether the people on its email list use an alternate email address for any other Scout Quest Enrollees.

**Premium Advertising Tier [Optional Addition]**

The Organization has the option to receive modeled audiences for advertising, which combines the Organization’s data with the data of other Scout Quest Enrollees to be used to form advertising seed lists. These seed lists will serve as the input for models used to advertise to people on certain platforms identified by M+R. As of the Effective Date, the models are used to serve online advertisements. The modeled audiences will not be comprised of the co-op data; rather they will be designed to reach people with similar attributes to those in the co-op.

**Timing**After the Organization provides M+R with the data requested above, M+R will provide the Organization with its Scout Quest Dashboard detailing quantities of matches within one month of receiving its data. The Organization will have two weeks from the time that M+R provides it with the Dashboard to select desired data. If the Organization chooses to receive data or participate in the Premium Advertising Tier, M+R will provide enhanced co-op data and lookalike audiences in Facebook and any other platforms then identified by M+R within two weeks following confirmation of the data Organization would like to purchase. If the Organization chooses to participate in the Premium Advertising Tier, access to the lookalike audiences in the identified platforms will be provided for no less than 12 months and no greater than 18 months of the time of the purchase.

**Fees**

M+R will invoice the Organization an onboarding fee of $2,000 within 30 days of the execution of this Agreement which fee shall be payable within 30 days of Organization’s receipt of such invoice. To the extent that Organization uses Scout Quest in any contract year following the initial contract year (e.g., any twelve month period following the initial twelve month period after the Effective Date), M+R shall invoice the Organization an annual fee in an amount equal to $2,000 or the then current annual fee that M+R charges all of the Scout Quest Enrollees. M+R shall give Scout Quest Enrollees advance notice of any changes to its then current annual fee. Each annual fee shall be payable within 30 days of receipt of a written invoice. No annual fee will be payable in any contract year that Organization has not used Scout Quest.

In addition to the onboarding fee and annual fee set forth in the above paragraph, M+R shall invoice the Organization fees for appended data and for the Premium Advertising Tier if Organization selects the Premium Advertising Tier (such fees, the “Data Fees”). The Data Fees shall be based on the fees set forth on M+R’s then current rate sheet which it shall make available alongside the delivery of each updated Scout Quest Dashboard. The current rates for the different categories of appended data and for the Premium Advertising Tier are as set forth in Exhibit A to this Agreement. M+R shall invoice Organization at such time as the Organization purchases data and the amount owed to M+R will be payable within 30 days of invoice receipt.

**Term**

The term of the Agreement will begin on the Effective Date and continue for one year (the “Initial Term”) and thereafter will renew for consecutive one year terms (each a “Renewal Term” and together with the Initial Term, the “Term”) unless terminated by either party upon written notice to the other party.

**Confidentiality**

M+R understands that the Organization will be sharing proprietary and highly confidential information with M+R to enable M+R to complete the work required by this Agreement. M+R agrees to keep confidential and not to use or disclose to any third party the information provided by the Organization to M+R pursuant to this Agreement, other than for the purposes set forth in this Agreement. The confidentiality obligation in this section does not apply to any information that becomes public through no fault of M+R, or to any information that M+R is required by law to disclose or that M+R receives from a third party legally entitled to disclose such information.

The Organization understands and hereby acknowledges that confidential information sent to M+R via unencrypted and unsecure means is capable of interception. M+R provides its Scout Quest Enrollees with secure means of transmission of confidential information. The Organization accepts all liability and agrees to indemnify M+R for all claims that may arise from breaches of confidentiality due to the Organization’s failure to use secure methods of transmission.

**Data Retention**

M+R will hold data received by Organization and other Scout Quest Enrollees for up to two years from when such data was submitted. If M+R changes its data retention policy, it will provide written notice to Organization. This section shall survive termination of the Agreement.

**Disclaimer of Warranties**

[In performing](https://www.lawinsider.com/clause/disclaimer-of-warranty?cursor=Cl0SV2oVc35sYXdpbnNpZGVyY29udHJhY3Rzcj4LEhlDbGF1c2VTbmlwcGV0R3JvdXBfdjI4X2VuIh9kaXNjbGFpbWVyLW9mLXdhcnJhbnR5IzAwMDAwMDBhDBgAIAA%3D) the work hereunder, M+R will have to rely on information provided by the Scout Quest Enrollees, and M+R does not have control over the accuracy or completeness of such information. Accordingly, M+R makes no warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation, implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the work performed pursuant to this Agreement. The Organization acknowledges that it has not relied on any representations or warranties by M+R and that no such representations or warranties have formed the basis of its bargain hereunder.

**Limitation of Liability**

Other than for claims arising out of breach of confidentiality, in no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law, shall M+R be liable to the Organization for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Agreement or out of the use or inability to use the information provided by M+R to the Organization hereunder (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if M+R has been advised of the possibility of such damages. Except for damages based on M+R’s wrongful acts, M+R’s total cumulative liability under this Agreement shall be capped at all fees paid by Organization to M+R in the 12-month period preceding the date or occurrence of the event underlying the claim.

**Organization Obligations**

Organization agrees to comply with applicable US privacy laws in connection with its use of Scout Quest, including any relevant obligations to maintain a privacy policy that accurately describes its practices with respect to disclosing Personal Data to third parties and refrain from disclosing Personal Data of individuals that have exercised their right under applicable US privacy laws to opt out of the “Sale” or “Sharing/Processing for targeted advertising” of their Personal Data.

**General Provisions**

M+R is an independent contractor. Nothing in this Agreement shall render M+R as an employee, partner, agent of, or joint venturer with the Organization for any purpose.

This Agreement may only be modified in a written document signed by authorized representatives of both M+R and the Organization.

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of law rules.

The provisions regarding confidentiality, disclaimer of warranties and limitation of liability, data retention and these General Provisions shall survive the termination or expiration of this Agreement.

This Agreement contains the entire understanding of M+R and the Organization regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, whether oral or written, regarding said subject matter.

If the terms detailed herein are acceptable to you, please sign and return this fully executed letter of agreement to M+R.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Michael Ward, Partner Date

M&R Strategic Services, Inc.

1328 Florida Ave NW, LBBY 1, Second Floor

Washington, DC 20009

Agreed to by ORGNAME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Title Date

**Exhibit A**

**Rates for Data Fees**

**Appended Data**

* All matched records: $0.05 per matched record
* Subscribed clickers (clicked for other Scout Quest Enrollees, but not for the Organization and is not unsubscribed): $0.15 per matched record
* Subscribed action-takers (took an online action for other Scout Quest Enrollees, but not for the Organization and is not unsubscribed): $0.15 per matched record
* The Organization donors only: $0.15 per matched donor
* Donors to other Scout Quest Enrollees (individuals in the Organization’s file who are not donating to the Organization, but are donating to other Scout Quest Enrollees): $0.15 per matched subscriber
* Custom data request (a data select requested by the Organization): $0.25 per matched record, with a minimum purchase of $5,000.

**Discounts**

Bulk Purchases Discount

Excluding Premium Advertising Tier purchases, any amount spent in excess of $30,000 will be discounted by two-thirds. In addition, this discount will apply to any future Appended Data purchases made within a 12 month period.

For example, if a purchase would have cost $50,000 at full price, the final price would instead be $36,666 ($6,666 represents a two-thirds discount on $20,000, which is the amount exceeding $30,000). If an organization makes a $30,000 or above purchase, and then a second purchase within a 12 month period, the second purchase will be discounted by two-thirds.

50% Refresh Discount

Organizations that have given M+R permission to store a record of previous Scout Quest data purchases will receive a 50% discount on the purchase of any records for which they have previously purchased data.

For example, if an organization previously purchased data, and later proceeded to purchase all matched records in their database, M+R would charge the standard $0.03 for any new records matched, and $0.015 to provide refreshed data for any records that were previously purchased. If an organization were to purchase a file of their donors, M+R would charge the standard $0.15 for any new donor records matched, and $0.075 for any refreshed records.

**Premium Advertising Tier**

Participants can also elect to access lookalike models for advertising targeting on relevant platforms. Access to the lookalike audiences in Facebook will be available for a year.

Audiences will include lookalike models of:

* + - Engaged Supporters Lookalike
		- Donor Lookalikes
		- Monthly Donors
		- High Value Donor Lookalike

Within each of the above, lookalikes will be created for specific cohorts of nonprofits (e.g. environmental, wildlife & animal welfare, international relief, rights, etc) for those with sufficient volume within those sectors.

The pricing to have access to the lookalike models is $9,500.

Participants can also have access to Scout Quest lookalike models on other Demand-Side Advertising Platforms. There is no flat fee to get access to these models; instead, there is a $2.00 cost-per-thousand-impression (CPM) surcharge for ads targeting these audiences. That surcharge is processed within the advertising platform and would not be invoiced separately.