



March 30, 2015

David Wain Coon, Ed.D
Superintendent/President
College of Marin
835 College Avenue, Kentfield, CA

Re: Letter of Agreement (“LOA”) – Student Success Collaborative for Community Colleges – Founding Membership

Dear President Coon:

Thank you for the time you have given us to evaluate your participation in the Student Success Collaborative for Community Colleges. The Education Advisory Board, a division of The Advisory Board Company (the “EAB” or “we”), is excited about the opportunity to work with College of Marin (“Founding Member”, “Member” or “you”) and is submitting this document for your signature to enroll your organization as a founding member of the Student Success Collaborative for Community Colleges.

I. TERMS OF COVERAGE

Under the terms of this LOA, Founding Member will have access to a web-based student graduation success monitoring system tool developed in collaboration with our other members, as well as additional services provided to our members (described in the attached *Scope of Services*). Your Founding Member membership includes only the following educational facilities:

The term of Founding Member’s membership in the Student Success Collaborative for Community Colleges will begin on March 31st, 2015 and end March 30th, 2020 (the “Term”). Founding Member is responsible for providing initial data extraction at the start of the Term as well as subsequent extractions as necessary throughout the Term. Moreover, Founding Member agrees to work with EAB’s project team to develop the milestones and associated business rules for the Student Success Collaborative for Community Colleges to cover all of Founding Member’s educational facilities.

Founding Member agrees to adopt the tool in a real world capacity and provide constructive feedback throughout the Term where it is mutually understood the Student Success Collaborative for Community Colleges will still be undergoing additional development. Founding Member will make its staff and advisors reasonably available for interviews and meetings with EAB.

II. TERMS OF ENROLLMENT

EAB is pleased to extend the below preferred fees to Member during the Term in recognition of your “Founding Member” status:

		One-Time Implementation Fees		Annual Service Fee
		Initial Change Management Engagement	Technical Implementation	
Student Success Collaborative for Community Colleges	Standard	\$50,000	\$75,000	\$200,000
	Preferred*	gratis**	\$55,000**	\$130,000

**We are pleased to extend the above preferred membership fees in recognition of EAB's existing relationship with College of Marin through the Community College Forum and commitment to the Founding Member group. Should the Member elect to discontinue their Community College Forum membership during the term of this LOA, the above fees are subject to change.*

***We are pleased to extend the above preferred one-time implementation fee pricing in recognition of College of Marin's participation as a Founding Member.*

Upon execution of this LOA, Founding Member shall make an initial payment to EAB in the amount of \$185,000, representing the implementation fee plus the first year annual service fee. The subsequent annual service fees will be billed in advance in twelve-month increments. We will also invoice an additional \$7,500 per membership year to offset our travel and other similar administrative expenses.

On the last day of the Term (and any further extensions thereof), the term of your Student Success Collaborative for Community Colleges membership shall automatically renew for an additional 12-month period, and for successive 12-month periods thereafter, unless either party provides the other party written notice of non-renewal at least 60 days prior to the expiration of the then-current term. The annual service fee for each additional 12-month period will be the annual service fee in effect during the immediately preceding 12-month period increased by five percent.

In exchange for continued preferred "Founding Member" pricing, Founding Member agrees to work with EAB in developing and testing upgrades and new modules for the Student Success Collaborative for Community Colleges.

In the event that Member's board does not approve of your enrollment in the Student Success Collaborative and Member notifies The Advisory Board Company in writing by April 13, 2015 of its desire to cancel enrollment, then Member and The Advisory Board Company will be released from their respective obligations under this LOA as of such termination date. If you do not notify us by April 13, 2015, your enrollment in the Student Success Collaborative will continue in accordance with the terms of this LOA

III. ENROLLMENT

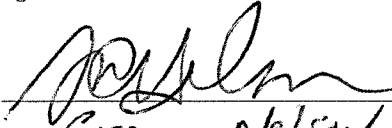
Founding Member hereby agrees to the Standard Terms of Membership attached hereto and incorporated herein by this reference. To initiate your involvement as a Founding Member of the Student Success Collaborative for Community Colleges under these terms of this LOA, please return a signed copy of this LOA via facsimile to our offices at 202-266-5700 (Attn: Joanna Andreae) or e-mail to JAndreae@eab.com no later than **March 31st** (after which the fees set forth above are subject to change).

**Education Advisory Board, a division
of The Advisory Board Company:**

College of Marin

By: _____

Joanna R. Andreae
Senior Director, Member Services

By:  3/31/15
Name: Gregory Nelson
Title: Vice President Finance & Operations

SCOPE OF SERVICES

Student Success Collaborative for Community Colleges – Founding Membership

OVERVIEW

The purpose of the Education Advisory Board’s Student Success Collaborative (“SSC”) for Community Colleges is to facilitate collaboration among colleges focused on becoming best-in-class at helping students make progress toward desirable outcomes. We will empower students to make informed decisions on goals and create “best fit” schedules to help them achieve those goals through our technology platform and proactively nudge students towards assistance when needed. SSC will help free up advising bandwidth and enable deeper counseling sessions with students, as well as provide academic administrators with insights into systemic and correctable problems impeding student progress.

This document summarizes the services that the EAB proposes to offer to participants in SSC. While the specific services and functionality described below may change as we develop the system in conjunction with our founding members, the program is likely to be comprised generally of six major services:

- Initial Change Management Engagement
- Customized Technical Implementation
- Development of Technology Platform Capabilities:
 - Personalized Onboarding Path
 - Smart Program Matcher
 - Customized Degree Plans
 - Best-fit Student Schedule
 - Term-to-Term Nudging and Registration
- Access to Summary Data Drawn from Platform for Authorized Users
- Ongoing Training, Utilization, and Technical Support
- Best Practice Sharing and Member Networking

I. SCOPE OF SERVICES

INITIAL CHANGE MANAGEMENT ENGAGEMENT

To address Member’s strategic priorities of promoting student success and retention, the EAB has crafted an intensive service model to support change management at the outset of the membership. This customized service model combines an in-depth partnership between EAB’s dedicated consultants and business analyst teams the Member. Expert teams at EAB will work directly with college leaders to prepare the campus for effective platform adoption. These activities include project management support, developing detailed communication plans, and building a master plan for the college’s unique needs and priorities. Across the onboarding of Member college and beyond, the team will conduct leadership meetings to outline and organize process, devise concrete next steps, and ensure follow through at agreed upon check-ins.

- Your EAB program leadership team will include:
 - Lead Consultant
 - Business Analysts
 - Product Manager
 - Data Scientists
 - Software Engineers
 - Research Teams

EAB will partner and help drive college process improvements through three major initiatives:

1. **Onsite Leadership Kick-off and Student Pain Point Diagnostic**

EAB consultant organizes a 1 to 1.5 day working session with college leaders to surface college goals, current student pain points, and create a service blueprint for the consulting engagement. Follow-up conversations will continue to occur with institutional staff for the next month to build a greater understanding of college challenges

Process and Deliverables:

- High Level Data Collection
- Onsite-Process Audit
- Process Mapping Workshop
- Interviews, Focus Group Sessions

2. **Opportunity Assessment**

Drawing on Member working group recommendations, EAB expert analysis, national benchmarking reports, and breakthrough practices, EAB consultant will put together and present a summary report to college leadership. The report will highlight the greatest opportunity areas for Member in improving student success and enrollments.

Process & Deliverables:

- Comprehensive opportunity assessment including technology/data readiness
- Presentation including facilitation of prioritization exercise (opportunity vs. work effort)

3. **Campus Working Groups and Implementation Blueprint**

Based on college-identified goals and process improvement areas, EAB will assemble working groups with Member administrators to surface current pain points and map service improvements. Possible working groups include placement testing, college to student communication, high school recruitment, financial aid, onboarding special student populations, and optimizing advisor interactions.

Process & Deliverables:

- Complete summary education session for key stakeholders on opportunities
- Provide comprehensive Implementation blueprint based on the recommended actions
- Form governance structure for the efforts
- Provide timeline for a platform implementation alongside these improvement efforts

CUSTOMIZED TECHNICAL IMPLEMENTATION

Concurrent to the change management engagement, EAB data and platform experts will configure the platform to college specifications, load college-specific data into the technology platform, validate the information, and test college-specific platform performance. The EAB technical implementation team will be on-call for questions and support throughout the duration of the partnership. Additional details are located in the configuration and specifications table listed below.

DEVELOPMENT OF TECHNOLOGY PLATFORM CAPABILITIES

While the specific functionality described below may evolve as we develop the system in conjunction with our founding members, the platform is likely to be comprised of the following features:

1. **Personalized Onboarding Path**

Our web-based system will create a simplified onboarding plan for students. The plan will be based on an understanding of Member college processes and resources, and will be customized for an individual student's goals and life circumstances.

- Best-practice onboarding templates designed by EAB experts and tailored to Member college processes
- UX design educates students on college navigation and available supports, encouraging students to make smart choices:
 - Importance of placement exams and education on results
 - Financial aid and funding resources
 - Awareness of student support services available on Member campus, tailored to student needs
- Student-friendly career inventory and academic program taxonomy allows students to explore college offerings, careers, and job data based on their interests and life goals

2. Smart Program Matcher

Leveraging data we've collected about a student's goals, life circumstances, interests, and developmental status, as well as metro-level workforce analytics and student outcomes data, our goal pathing algorithm will direct students to a handful of recommended programs. Students are able to explore and compare programs on a number of factors:

- Program description, sample courses, and why the program is a good fit for their goals
- Career data including metro-level hiring demand, top occupations, top skills, and top local employers
- Student outcomes upon culmination of the program, from transfer patterns to stackable credentials
- Total program cost and funding resources
- Entrance requirements, including development requirements
- Length of time to completion and credits required

3. Customized Degree Plans

Once a student has selected a program of study, the platform enables students to create a full academic plan. The plans are customized for each student based on what we've learned about that student's goals, background, and life circumstances.

- Course recommendations leverage a combination of EAB predictive analytics, best-practice templates, degree rules, and existing advisor and college expertise. During the implementation period, EAB consultants will work with Member's leadership to understand Member College's preferred approach.
- Upon meeting the technical and legal requirements outlined in the "Data Requirements" section at member institution, EAB can analyze college-specific historically successful student trajectories and create intelligent degree plans for specific programs and student profiles.
- Using drag and drop functionality, users can choose electives and course alternatives to complete their schedules
- Course descriptions, including co- and pre-requisite requirements, are available in the platform
- Developmental and other required degree courses may be "locked" in the platform; users attempting to alter those selections will be warned of the potential impact of moving that course

4. Best-Fit Student Schedule

Using data we've collected on student course preferences and life commitments, our application will serve up recommended schedules based on the following parameters:

- Automatically raising flags when a schedule does not meet student-identified expectations with regards to self-identified time to graduation preferences
- Automatically informing students of scheduling conflicts that require change in self-identified time constraints or other institution defined exceptions that require advisor attention
- Automatically suggesting courses based on dynamic academic plans at the program or student level for term planning
- Academic plans can be customized to inform students of "co" and "pre" requisite rules including necessary developmental course requirements and paths

5. Term-to-Term Nudging and Registration

Our application will serve up nudges to students throughout the term to guide them to complete key milestone activities (e.g. academic tutoring sessions, registration) and facilitate access to relevant campus resources, as well as plan for subsequent terms. These nudges will be delivered through student-designated channels, including, but not limited to: text, email, web-based portal, and a mobile-optimized portal.

Upon meeting the technical and legal requirements outlined in the “Data Requirements” section at member institution, the platform will enable students to directly register for classes as per transaction with member’s student information system.

ONGOING TRAINING, UTILIZATION, AND TECHNICAL SUPPORT

Throughout the duration of partnership, member will have direct access to a dedicated consultant and business analyst who are focused on driving campus adoption of the technology, achieving Member’s project objectives, suggesting platform enhancement based on best-practice within the Collaborative, relaying college feedback to the product team, ensuring updates of the platform as college processes and offerings changes, and providing on-call technical support.

ACCESS TO SUMMARY DATA DRAWN FROM PLATFORM FOR AUTHORIZED USERS

The Education Advisory Board can provide access to the platform for any/all admitted and prospective students with assigned student IDs at the Member institution. The Education Advisory Board will also provide access to data drawn from platform to a limited number of authorized users designated by Member. Delivery of data will occur in a format and timeline that will be mutually determined with the immediate project team.

BEST-PRACTICE SHARING AND MEMBER NETWORKING

SSC will also include access to services fostering networking across the cohort and sharing knowledge of how member institutions are leveraging the membership to drive increased enrollment, student retention and credential completion, including:

- Case studies profiling practice successes
- Research briefs on best practices
- User group conference calls and annual meetings

II. CONFIGURATION AND SPECIFICATIONS

The information below reflects the Student Success Collaborative configuration for Member.

Initial Member Responsibilities

Member agrees to complete the following requirements by the specified dates/periods:

1. Member to identify project team within the first week of the contract Term.
2. Member to identify an executive level sponsor(s) within two weeks of the start of the contract Term who will participate in the “Welcome Call”
3. Member will be available to meet with the Education Advisory Board within four weeks of the start of the contract Term for an onsite project kick-off led by the Education Advisory Board.

4. Member will provide the necessary permissions detailed below under Data Access Permissions prior to the project Welcome Call.
5. During the implementation period the Member agrees to be available for recurring communication and to provide timely feedback about their use of the platform, including but not limited to usability, bug reports and test results.

Data Access Permissions

Member will coordinate the delivery to the Education Advisory Board of any and all confidentiality agreements, data use agreements, or similar agreements required by Member's SIS vendor in order to permit the Education Advisory Board access to viewing and /or modifying tables/APIs and creating APIs for purposes of establishing integration between Member's SIS and the Community College Success Collaborative. All such documentation shall be delivered to the Education Advisory Board prior to the Welcome Call.

System Conversions, Upgrades and Other Changes

Membership fees are based upon Member's current Student Information System (SIS) configuration and Degree Audit system configuration. The Education Advisory Board is pleased to accommodate data feeds from anticipated new source systems within the first year of membership. These anticipated changes should be provided by Member in writing within 60 days of signing the LOA. For all other system conversions, upgrades and/or material modifications which require reprocessing, remapping and revalidation of data, a one-time re-implementation fee will be assessed based on the Advisory Board's preferred hourly rate of \$175 per hour.

Data Requirements

Education Advisory Board development team will provide interface and applications (including applicable application programming interface) but will need access to Member staff to provide support to configure these interfaces, validate and test the system. Data from the Student Information System (SIS) and other institution data sources are expected to be extracted, written to, and transmitted to a secure storage center managed by the Education Advisory Board.

Data from the following systems are expected to be extracted and transmitted:

- Student Information System (SIS)
- Degree Audit and Program Requirements
- Financial Aid
- Course catalog

Based on feedback received during the initial development period, the exact data specifications and requirements may change to support functionality required by the founding membership.

Per the Terms of Enrollment, in the event that Member cannot provide electronic access to all items outlined in the **Data Requirements** section above, a one-time \$10,000 implementation fee will be assessed to cover manual transcription costs needed to create the required input data sets.

In addition, to support SSC platform's transfer explorer functionality, this LOA shall confirm our conversations regarding Member permitting access by EAB and/or disclosing to EAB certain data from National Student Clearinghouse ("NSC"). Member and NSC may have entered, or in the future may enter, into a School Participation Agreement, which includes EnrollmentVerify and DegreeVerify services. NSC has entered into a services agreement with EAB, which permits EAB to access and receive Member data from NSC (the "NSC Data") in order for EAB to provide services to its members, including the services provided under this agreement. Member hereby authorizes NSC to permit access by EAB and/or disclose to EAB the NSC Data for the purpose of EAB providing any contracted services to Member. EAB may rely on the preceding authorization without liability.



STUDENT SUCCESS COLLABORATIVE FOR COMMUNITY COLLEGES

STANDARD TERMS OF MEMBERSHIP

The Letter of Agreement (together with any attachments and any subsequent amendments or addenda thereto, the "LOA") to which these Standard Terms of Membership (these "Terms") are incorporated (collectively, the "Agreement") constitute an agreement between the entity to which the LOA is addressed ("Member") and The Advisory Board Company (the "Advisory Board") regarding the services described in the LOA (the "Services"). Capitalized terms not otherwise defined herein will have the meanings given to them in the LOA.

- 1. Site and Software License.** As part of the Services, Member will be provided access to a password-protected website as described in the LOA ("Site"). During the term of the Agreement (and subject to its terms), the Advisory Board grants Member a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license to access and use the Software via the Site through use of the unique user identifiers provided to Member ("Identifiers"), solely for purposes of (a) creating and viewing analysis and reports based on the M-P Data, and (b) obtaining other information made available through the Software.

For purposes of these Terms, "Software" is any software to which Member is provided access as part of the Services, including software provided by a third party, and is included in the defined term "Services". The Advisory Board and its suppliers reserve the right to update or enhance the Software at any time.
- 2. Member-Provided Data.** Member shall provide or make available to the Advisory Board the data as required pursuant to the LOA. Member acknowledges and agrees that the Advisory Board exercises no control whatsoever over the content of such data or other information that Member so supplies to be used in connection with the Services (such data or other information, collectively, "Member-Provided Data" or "M-P Data").
- 3. FERPA.** (a) Subject to subsection (b), and to the extent that EAB receives from Member or otherwise has access to, on behalf of Member, personally identifiable information from a student education record (collectively, "Student Records"), EAB agrees to maintain such Student Records in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC § 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively "FERPA"). (b) Member agrees (i) that EAB is performing for the Member an institutional service or function for which the Member would otherwise use its employees, (ii) that the Member will exercise direct control over EAB's use and maintenance of education records, and (iii) that the Member is responsible for complying with FERPA's annual notification requirement (34 C.F.R. § 99.7).
- 4. Authorized Users.** Member shall only allow its employees and authorized personnel to access and use the Software as "Authorized Users" (referenced in the LOA), solely in accordance with the terms of the Agreement. Member shall ensure that the number of Authorized Users accessing and using the Software shall not exceed the number specified in the LOA. Member shall, and shall ensure that its Authorized Users shall, solely use the Services for the benefit of the Member site(s) specified in the LOA and solely for Member's own internal operations. Member shall not, and shall ensure its Authorized Users do not, (a) use the Services in any manner or for any purpose that violates any law or regulation, or any right of any person, including, without limitation, intellectual property rights, or (b) modify, alter, reverse engineer, decompile, or disassemble the Software. Member is responsible for any breach of its obligations, representations and warranties within the Agreement by any Authorized User, any other of its Personnel, or any other person within its control. For purposes of these Terms, "Personnel" means a party's officers, directors, trustees, employees and agents.
- 5. Connectivity.** Member is solely responsible, at its own cost and expense, for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to and use the Site and Software.
- 6. Fees and Payment.** Member will pay the Advisory Board fees for the Services as stated in the LOA. Unless expressly stated otherwise in the LOA, Member shall pay the Advisory Board within 30 days of receipt of an invoice. Overdue payments are subject to a late payment charge, which is compounded monthly, calculated at the lesser of (x) a rate of 1% per month or (y) the maximum amount permitted by law.
- 7. Ownership.** The Advisory Board is authorized to use such M-P Data to the extent expressly authorized in these Terms. As between the parties, the Advisory Board owns all right, title and interest in and to the research, research results, tools, methods, analyses, reports, or other materials or information relating to the Services (including, without limitation, any such materials based on or incorporating M-P Data, except for the M-P Data therein) (collectively, "Materials"), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing. Notwithstanding anything to the contrary in the Agreement, unless otherwise expressly agreed by the parties in a separate writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Member regarding

the Services or any Materials shall be owned by the Advisory Board, and Member hereby assigns any such rights to the Advisory Board. Except as stated in these Terms, no right, license, permission or interest of any kind in the Services or Materials is intended to be given, transferred to or acquired by Member by the Agreement. Member is authorized to use such items only to the extent expressly authorized in these Terms. Upon termination of the Agreement, Member's rights to and its use of the applicable Services and Materials shall promptly cease, except that Member shall continue to be able to use any Materials provided to Member prior to the expiration of the term of the Agreement to the extent the Materials include M-P Data.

8. **Confidentiality; Reference.** Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by Member, the Advisory Board will keep confidential any and all M-P Data. Notwithstanding the foregoing, Member agrees that the Advisory Board (a) shall not be obligated to maintain the confidentiality of M-P Data that is known to the Advisory Board prior to receiving the M-P Data from Member or that becomes known (independently of disclosure by Member) directly or indirectly from a source other than one having an obligation of confidentiality to Member, and (b) may use and disclose such M-P Data in a blinded, aggregated or pseudonymous manner that does not divulge Member's name or other similar identifying information.

The Materials are confidential to the Advisory Board and its suppliers, if any. Thus, Member shall not disseminate, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, Materials by any of its Personnel to any third party. In addition, except as required by law, Member shall not disclose the fees charged by the Advisory Board to Member to any third party, other than its Personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to Member and, in each case, are bound by confidentiality obligations to Member. Member shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein.

The Advisory Board may use Member's name on a list of members in Advisory Board programs.

9. **Limitations on Liability.** Member agrees that neither the Advisory Board nor its Personnel will be liable to Member for any claims, liabilities, or expenses relating to the Services, the Materials or the Agreement for an aggregate amount in excess of the fees paid by Member to the Advisory Board pursuant to the Agreement during the 12 month period before the claim, liability or expense arose, except to the extent finally judicially determined to have resulted from the Advisory Board's bad faith or intentional misconduct. In no event will a party or its Personnel be liable to the other party and/or its Personnel for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to the Services, the Materials or the Agreement. In addition, the Advisory Board will not be liable in respect of the following: (a) any decisions made by Member as a result of the performance of the Services (including the Software) or as a result of any transactions made using the Software by any person using one of the Identifiers, or in reliance upon any of the Materials, or (b) Member's misuse of the Services, Materials or other data provided to Member in connection with the Services.
10. **Warranties.** The Advisory Board represents and warrants that it will provide the Services in a professional and workmanlike manner. Member represents and warrants that (a) its signatory is authorized to enter into this Agreement on behalf of Member, and

(b) (i) its provision of M-P Data and (ii) its and its Authorized Users' receipt of and access to the Services (including the Software and M-P Data and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws and that Member has obtained all necessary third party consents to provide the M-P Data and for such M-P Data to be used in the manner contemplated by the Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE ADVISORY BOARD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

11. **Termination.** The Agreement may be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the Agreement, and such failure is not cured within 60 days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern. Upon termination pursuant to clause (a) of the preceding sentence by (i) the Advisory Board, all fees due to the Advisory Board under the Agreement shall promptly become due and payable and (ii) Member, the Advisory Board will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for Services (i.e., fees due for Services to be performed after the termination date) and, in each case, the Advisory Board will be released from any further obligation to provide the Services.
12. **Independent Contractor; Subcontractors.** In performing the Services, the Advisory Board will act as an independent contractor and not as Member's employee or agent. The Advisory Board shall have the right to use third parties, including, without limitation, its affiliates, in performance of its obligations and Services hereunder.
13. **Assignment.** The Agreement is not assignable by either party without the other party's prior written consent, which shall not be unreasonably withheld or delayed, except that an assignment by operation of law shall not require the consent of the other party. The Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.
14. **Notice.** Any notices under the Agreement shall be in writing and sent by overnight courier, mail or facsimile. For the Advisory Board, notice shall be sent to The Advisory Board Company, Attn: General Counsel, 2445 M Street, NW, Washington, DC 20037, facsimile number (202) 266-5700. For Member, notice shall be sent to the name and address set forth in the LOA.
15. **Entire Agreement; Amendment.** The Agreement consists only of the LOA and these Terms, and supersedes all other understandings and agreements regarding the provision of the Services. This Agreement constitutes a legal, binding, valid and enforceable obligation of each party. In the event of an express conflict between any provision of these Terms and of the LOA, the provision of the LOA shall control. Any amendment or supplement to the Agreement must be in writing and signed by both parties.
16. **Governing Law; Survival.** The Agreement is to be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws rules. Sections 7, 8, 9, 10, 14, 15 and 16 of these Terms, and any provision of the Agreement that by its nature should survive, shall survive the expiration or termination of the Agreement.