

AGREEMENT FOR DEMOGRAPHIC SERVICES

I. PARTIES.

The Parties to this agreement are National Demographics Corporation ("NDC"), P.O. Box 5271, Glendale, CA 91221, and Morgan Hill Union School District ("the Client"), located at 15600 Concord Circle, Morgan Hill, CA 95037.

II. SCOPE OF WORK AND FEES.

- A. NDC will develop two or three draft trustee area plans; revise the plans as requested by the Client; assist the Client with public outreach for this project; and work with the County Registrar of Voters to implement the adopted plan once it is final (related optional services are available for additional fee);
- B. The fees for the work will be as listed in the NDC proposal attached as Exhibit 1 to this agreement.
- C. The estimated commencement date for each service is upon direction of the Client, but not prior to execution of this Agreement.

III. BILLING.

NDC shall submit an invoice for half the "Basic Project Elements" payment to the Client at the start of each service requested, and the balance at the end of each service.

IV. CONFIDENTIALITY.

- A. NDC understands that in connection with the Services, the client may deliver to NDC proprietary or confidential information. At all times, both during this Agreement and after its termination, NDC will protect such confidential information from unauthorized dissemination and use, and shall not disclose any confidential information or the results of its study without the prior written consent of the client. NDC may use such confidential information solely for the purpose of performing the Services under this Agreement and for no other purpose.
- B. NDC agrees that immediately upon the Client's request, and in any event upon completion of the Services, NDC shall deliver to the Client any confidential information and all copies, derivatives, and extracts thereof.

V. TERMINATION.

The Client may terminate this Agreement at any time, with or without cause, by giving written notice to NDC, and such termination will be effective upon NDC's receipt of such written notice. In the event of such termination, the Client will be obligated to pay NDC any outstanding fees due under this Agreement, only for such Services actually completed by NDC and reasonably acceptable to the Client as of the effective date of termination.

IV. INDEPENDENT CONTRACTOR.

- A. NDC is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations, and NDC agrees to defend, indemnify and hold the Client harmless from any and all claims made by any entity on account of an alleged failure by NDC to satisfy any such tax or withholding obligations.
- B. NDC has no authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of the Client.



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- C. NDC will supply all tools and equipment necessary to perform the Services except as otherwise stated in the Proposal.
- D. NDC is not required to report to work at the offices of the Client during any particular work hours.

Douglas Johnson

Date

President, National Demographics Corporation

Date

Morgan Hill Unified