



POWERBALL Brand Research

Request for Proposal
Issued by
Multi-State Lottery Association
Date Issued: September 6, 2023

Proposals to the RFP are Due on October 19, 2023, no later than 3:00 P.M. CT

INTRODUCTION

The Multi-State Lottery Association (MUSL) is an unincorporated non-profit government benefit association owned and operated by thirty-nine (39) governmental lotteries (Member Lotteries). MUSL assists both Member Lotteries and additional lotteries licensed to sell multi-jurisdictional lottery games such as POWERBALL®, in the operation and sale of those lottery games.

Companies interested in learning more about the Powerball game and MUSL are encouraged to visit the official websites at www.Powerball.com and www.MUSL.com.

REQUEST FOR PROPOSAL TWO PHASES – PHASE 1 QUANTITATIVE; PHASE 2 QUALITATIVE



The Powerball game is sold in 48 jurisdictions in the United States. Lotteries that sell the game are interested in more fully understanding the value of the brand, focusing on these key areas:

- brand awareness
- brand loyalty
- brand associations
- brand's perceived quality

Our goal is two-fold: identify key performance indicators for the Powerball game and build upon the brand by reaching new audiences and obtain a solid understanding of the Powerball brand value and brand equity.

The purpose of this Request for Proposal is to designate a primary provider, or providers who will support various Powerball brand valuations through several research tools, including online market surveys, in-person focus groups, and additional services as may be recommended and mutually agreed upon.

This Request for Proposal is divided into two Phases: Phase 1 – Quantitative Research and Analysis and Phase 2 – Qualitative Research and Analysis. Vendors may submit a proposal on Phase 1, Phase 2, or both Phases 1 and 2. Each Phase must contain a separate cost proposal.

MUSL reserves the right to choose different companies to complete Phase 1 and Phase 2. Proceeding with Phase 2 is contingent upon the results of Phase 1.

OVERALL PROJECT REQUIREMENTS/SCOPE OF WORK

MUSL intends to enter into a services agreement with the successful company for the duration of the Project, which will be comprised of two Phases of work, as further described below. Interested companies should be prepared to offer workable solutions to obtaining research on players located throughout the 48 jurisdictions that sell Powerball. A draft services agreement and statement of work are included in this RFP. Vendors may also include a sample agreement in Proposals.

Overall, we anticipate working with the successful company, or companies to establish the goals of the project, the specifics of the quantitative and qualitative phases, and the initial pricing for each phase of the work. Proposals should be based on this outline of information:

- Identify and quantify (intensity, rank, etc.) salient brand attributes of Powerball as perceived by players versus non-players.
- Explore and explain which of these attributes are unique to Powerball, and which may be shared with Mega Millions or other jackpot games.
- Identify the unique selling proposition for Powerball versus Mega Millions.
- Identify opportunities to enhance the perceived value of Powerball via brand positioning or perceived benefit gaps (that is, perceived benefits that may be under-promoted or not promoted currently).
- Assess the understanding and player perceived value of Powerball additional features Power Play and Double Play.
- Provide guidance to the MUSL game management and members regarding opportunities to differentiate both Powerball and Mega Millions as brands with consumers.
- Create guidance for prospective promotional and game development partners regarding how to position the Powerball brand in association with potential partner brands to maximize the perceived value of any promotional or game partnership. This guidance would be included in future promotional or game partnership RFPs and other communications.
- Create an evaluative tool for MUSL to use to identify potential promotional partners based on compatibility with brand values and game.
- The first phase of the research will be quantitative, as described below. However, potential vendors may include designs for qualitative follow-up on a national and state by state approach. Provide cost guidance for either, or both of these approaches.
- Potential vendors will supply a proposed survey and methodology for each Phase, which should be designed for a 12- minute engagement; alternative design for 15-minute engagement. Final survey(s) will be developed cooperatively with MUSL. Tools used should be able to accommodate a wide range of demographics (age, languages, etc.).
- Potential vendors will also provide proposal for oversampling in all MUSL member jurisdictions, players versus non-players.
- Potential vendors will detail costs and timelines for each Phase for which a Proposals is submitted.
- For all survey responses, potential vendors will ensure sampling is adequate to provide statistically significant sample of Powerball players versus non-players.

Vendors are not required to submit for both Phases. Vendors interested in proposing for both Phases must submit a separate Proposal for each Phase, including costs for that Phase. Vendors may not combine proposals or costs for both Phases. Proposals that fail to separate research proposals and costs for each of the two Phases (if a vendor submits a proposal for both Phase 1 and 2) will not be considered.

PHASE 1 – QUANTITATIVE

Phase 1: Quantitative Research and Analysis. MUSL is interested in collecting quantitative data to review the overall appeal and awareness of the Powerball game. Quantitative information and data collected by, and provided to MUSL must be in a format as required by MUSL, and usable for Phase 2 – Qualitative Research.

Mandatory Requirements for Quantitative Research Proposals.

1. Research Methods. Interested vendors should provide specific examples of the quantitative research methods recommended for the project, and indicate what data is expected to be analyzed for results. Details that provide your company's experience will be helpful to the evaluation team. Proposals should map your recommended research methods to the Overall Project Requirements/Scope of Work listed above.

For example, please indicate which of the method(s) below will be used or provide alternatives for quantitative research that have been implemented by your company in the past that have garnered desired and successful results.

- a. Experiment:** Use of independent variables to measure effects on a dependent variable.
- b. Survey:** Questions submitted to a control group of people (survey, phone, online, other).
- c. Systemic Observation:** Identify a behavior or occurrence of interest and monitor it in a natural setting.
- d. Secondary Research:** Collect data that has been gathered for other purposes and assess it for current use and information.

2. Research Biases and Statistical Errors. Vendors should explain in proposals how the quantitative research will address research biases (information, omitted variable, sampling, and/or selection) and statistical errors so that the results are reliable and accurate.

3. Ownership of Data Results and Reports. MUSL will own all quantitative data at the conclusion of Phase 1. Quantitative data will be used in Phase 2 of this project.

4. Recommended Sample Size and Demographic. Explain ranges of sample size and demographics, and why your company recommends a certain option or options.

5. Timeline of Events. MUSL personnel will be involved in each step of Phase 1. Proposals must include a detailed timeline and Statement of Work explaining each step of the initial work for Phase 1. The timeline should account for a review of all steps before implementation, including but not limited to approval of questions and target audience, method of implementation, reporting of results, etc. Vendor Proposals should indicate whether the timeline is achievable, and if not, provide a timeline you feel is necessary.

6. Costs of Quantitative Research Efforts. Vendors must provide all costs associated with work performed for Phase 1.

7. Vendor Project Manager and Ongoing Customer Support. A Project Manager as the key contact must be identified in your Proposal. MUSL anticipates monthly meetings with the selected vendor during the Phase 1 engagement period. MUSL requires a dedicated team effort, and Proposals should include resumes or detailed background information of each person who will work on the project.

8. Transmittal Letter. All Proposals must include a transmittal letter, signed by an officer of the company that indicates the company will provide the services requested in this RFP in accordance with this RFP and the company's proposal; warrants that it has not made any material misrepresentation or omission in connection with its Proposal; has not acted with other entities, including other companies that might submit a proposal, to restrict competition for this solicitation; and, has not agreed to pay any person or entity (other than a bona fide employee of the company) a fee or commission conditioned on the award of this contract.

9. Other Company Requirements. To be an effective partner, the minimum company qualifications are as follows:

- Demonstrated, established experience in developing meaningful and effective tools for quantitative research and analysis.
- Expertise in assembling and conducting focus groups that are representative of specified demographics.
- Focused experience in identifying industries that align with focus groups and survey participants.
- Proven, robust mechanisms for ensuring accurate and meaningful responses.
- Ability to process open-ended questions accurately.
- Proven track record of effectively analyzing large data sets.

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PHASE 2 - QUALITATIVE

Phase 2: Qualitative Research and Analysis. MUSL may proceed with Phase 2 of the project for qualitative research and analysis. This Phase will focus on solutions vendors offer to collect and analyze meaningful insights about the Powerball game from players and non-players.

Mandatory Requirements for Qualitative Research Proposals.

1. Research Methods. Interested vendors should provide specific examples of, and tools used for qualitative research methods recommended for the project. Proposals should also include what data is expected to be gained and analyzed for results. Details of your company's experience will be helpful to the evaluation team. Proposals should map your recommended research methods to the Overall Project Requirements/Scope of Work listed above.

For example, MUSL anticipates one or a combination of tools provided below; vendors should be specific in their Proposals regarding how Phase 2 will be implemented, and the success achieved on projects using one, or a combination of the following methods:

- a. Surveys**
- b. Focus Groups (size, demographics, etc.)**
- c. One-on-One Interviews**
- d. Case Study Research**
- e. Digital Ethnography**

2. Implementation of Research Methods. Vendors should explain how their preferred research methods will be implemented so that the widest and most accurate range of players and non-players can be reached. For example, will you use a common website for participants? If small focus groups are used, how will the meetings be established and conducted?

3. Data and Analysis. Vendors must provide details on sample sizes, and explain how the data is collated and analyzed. Examples of how you will provide the information in a way that will provide details on the value of and attraction to the Powerball game, by players, non-players, and existing and potential partners. Data should show whether players prefer Powerball over other lottery games, and why. Player and non-player understanding of lottery revenues is also of interest and importance to the results of the research tools.

4. Ownership of Data Results and Reports. MUSL will own all quantitative data at the conclusion of Phase 2.

5. Timeline of Events. A desired timeline for this Phase is set forth below. MUSL personnel will be involved in each step of Phase 2. Proposals must include a detailed timeline and Statement of Work explaining each step of the initial work for Phase 2. The timeline should account for a review of all steps before implementation, including but not limited to approval of questions and target audience, method of implementation, reporting of results, etc. Vendor Proposals should indicate whether the timeline is achievable, and if not, provide a timeline you feel is necessary.

6. Costs of Quantitative Research Efforts. Vendors must provide all costs associated with work performed for Phase 2.

7. Vendor Project Manager and Ongoing Customer Support. MUSL requires a dedicated team effort, and Proposals should include resumes or detailed background information of each person who will work on the project.

A Project Manager as the key contact must be identified in your Proposal. MUSL anticipates monthly meetings with the selected vendor during the Phase 2 engagement period.

8. Transmittal Letter. All Proposals must include a transmittal letter, signed by an officer of the company that indicates the company will provide the services requested in this RFP in accordance with this RFP and the company's proposal; warrants that it has not made any material misrepresentation or omission in connection with its Proposal; has not acted with other entities, including other companies that might submit a proposal, to restrict competition for this solicitation; and, has not agreed to pay any person or entity (other than a bona fide employee of the company) a fee or commission conditioned on the award of this contract.

9. Other Company Requirements. To be an effective partner, the minimum company qualifications are as follows:

- Demonstrated, established experience in developing meaningful and effective tools for qualitative research and analysis.
- Expertise in assembling and conducting focus groups that are representative of specified demographics.
- Focused experience in identifying industries that align with focus groups and survey participants.
- Proven, robust mechanisms for ensuring accurate and meaningful responses.
- Ability to process open-ended questions accurately.
- Proven track record of effectively analyzing large data sets.

2023 TIMELINE FOR THE RFP

September 6	RFP Issued via posting to www.MUSL.com and other industry websites
September 15	Questions from Interested Vendors
September 25	Responses to Vendor Questions (questions will be anonymized, and MUSL responses will be posted to MUSL.com)
October 19	Proposal(s) Due by 3:00 pm CDT (email only: Procurement@MUSL.com)
November 6-9	Vendor Interviews via TEAMS (at the discretion of MUSL)
November 30	Selection
December 1-30	Contract Negotiation

PROPOSAL FORMAT AND SPECIFICATIONS

Proposals must be submitted in a PDF format to Procurement@MUSL.com with this subject line: **2023 Powerball Research Project**. Other communications regarding the contents of this RFP or your Proposal(s) (including with lotteries' and MUSL staffs) may be grounds for disqualification.

Proposals for each Phase of work in which you are interested must include specific details of techniques used to achieve meaningful, relevant, brand research. Mandatory requirements must be addressed in your Proposal(s). Information that addresses the requirements of this RFP is most helpful. Submitting generalized information that is not relevant to the brand research elements we are requesting is discouraged.

2024 ANTICIPATED PROJECT SCHEDULE AND DELIVERABLES

PHASE 1:

January 15, 2024: Kick-off meeting

- Discuss project requirements in greater detail
- Assign of tasks
- Schedule monthly meetings

February 5: Review and approve tools that will be used for Phase 1.

March 11: Review results and analysis of Phase 1.

March 19: Executive Summary and presentation materials for Powerball Product Group's April meeting.

April 4: Presentation before the Powerball Product Group.

May 2: MUSL determines whether to move forward with Phase 2.

PHASE 2:

May 20, 2024: Kick-off meeting

- Discuss project requirements in greater detail
- Assign tasks
- Schedule monthly meetings

June 3: Review and approve tools that will be used for Phase 2.

June 24: Review results and analysis of Phase 2.

July 15: Executive Summary and presentation materials for Powerball Product Group's August meeting.

August TBD: Presentation before the Powerball Product Group.

EVALUATION AND VENDOR SELECTION

Vendor Evaluation will begin on October 20, 2023.

The following are criteria which will be used for consideration of Proposals (order not necessarily indicative of evaluation weighting):

- Vision for the MUSL Project, proposed solutions, and prior quantitative and/or qualitative work.
- Ability to perform the requirements of the RFP.
- Credentials of key individuals who will work on the projects.
- List of projects your company has successfully completed in the past five (5) years.
- Detailed cost Proposal(s) (to the greatest extent possible) identifying phases – cost for service, hourly rates, anticipated out-of-pocket expenses, etc.
- Costs. Costs must be valid for one year.

Proposals should address each requirement by section and paragraph; general sales and marketing materials are not helpful to the team that will evaluate the Proposals.

MUSL may contact any Vendor for clarifications or additional information regarding their Proposals and may negotiate contract terms including Scope of Work, deliverables, and budget.

MUSL may contact any client or former client of the Vendor for additional information on the Vendor's services.

MUSL will notify all Vendors submitting proposals as to the selection.

Anticipated contractual terms are located on the following pages.

MUSL Contact Information

Thank you for your interest in this Project.

As noted above, on or before September 15, 2023, interested vendors may submit questions by email only (**no phone calls**), with the subject line - **2023 Powerball Research Project** - to Procurement@musl.com

Note: The Selected Vendor may be subject to successful completion of a financial and criminal history background check of the organization, its owners and any staff who will be assigned to work on the project. Any resulting contract will include requirements regarding confidentiality, bonding and insurance, compliance with MUSL security requirements, intellectual property assurances and other provisions. Vendors should review the attached Agreement and anticipate that the terms and conditions contained therein will form the basic Agreement.

Vendors are responsible for their own costs in the submission of Proposals to this RFP; MUSL will not reimburse any vendor costs incurred in the submission of their Proposal.

By issuing this RFP MUSL is not offering to enter into a contract with any interested Vendor, nor does acceptance of a proposal or proposals or additional information constitute an agreement to enter into a contract with any interested Vendor. Vendor selection schedule may change. The terms "vendor" and "company" are used interchangeably in this RFP.

AGREEMENT FOR BRAND RESEARCH FOR THE POWERBALL LOTTERY GAME

This Agreement (“**Agreement**”) is made and entered into on the last date of execution by the Multi-State Lottery Association, (“**MUSL**”) with offices located at 8101 Birchwood Court, Suite R, Johnston, Iowa 50131, and _____ (“**Contractor**”), with offices located at _____ (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, MUSL is an association of governmental lotteries organized to assist, facilitate, and coordinate among its Participating Lottery members one or more multi-jurisdiction lottery games; and

WHEREAS, MUSL issued a Request for Proposal (“**RFP**”) on _____, 2023 for services related to brand research of the Powerball lottery game;

WHEREAS, Contractor submitted a Proposal on _____ (the “**Proposal**”); and

WHEREAS, MUSL desires to have Contractor provide the Services as identified in the RFP and the Proposal (“**the Project**”); and

WHEREAS, each Party has legal authority to enter into this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, and intending to be legally bound, the parties hereto agree as follows:

1. Services to be Provided by Contractor. Contractor shall perform all Services, and issue all Reports as required by the RFP and Contractor’s Proposal and by this reference, incorporated into the terms and conditions of this Agreement. The order of preference in the event of a conflict in terms shall be resolved by the terms of the documents in this order: Agreement, RFP, Contractor’s proposal. Services shall be performed within the timeframe as mutually agreed to by the Parties, and as may be set out in a Statement of Work (SOW). The fee for the services shall be as indicated in Contractor’s Proposal. For purposes of this Agreement, the term “Contractor” includes any subcontractors; use of subcontractors must be approved in advance by MUSL. Services shall be performed during the hours specified by MUSL.

Any report(s) regarding the work performed under this agreement is (are) issued solely for the benefit of the MUSL, and to the scope defined in the RFP, the Proposal, this Agreement, and SOW. All research questions, results, summaries, reports, and other information obtained through the research Project will be owned by MUSL.

2. Costs. Contractor shall be paid a **fixed fee of \$xxxxx for all Services** required by the RFP and as identified in Contractor’s Proposal. Invoices shall be submitted to ap@musl.com, or by USPS or overnight services to the Director of Finance, Multi-State Lottery Association, 8101 Birchwood Court, Suite R, Johnston, IA 50131, and undisputed amounts shall be paid within 30 days of receipt of the invoice. The Parties shall make all reasonable efforts to resolve disputed amounts. MUSL will not pre-pay for services.

3. Key Personnel. Contractor’s personnel assigned to this project are those identified in Contractor’s Proposal and any substitutions made as allowed below (“Key Personnel”). Contractor shall ensure at all times that only Contractor’s personnel who have undergone background testing as required by MUSL are on Contractor’s project team for this project, and also ensures that those personnel possess the necessary skills, abilities and

experience to perform the following in accordance with the highest professional and industry standards. Substitutions may be made only with approval in writing from MUSL and prior to the substitution.

Contractor shall work under the direction of, and provide all information concerning the Project to MUSL's project manager(s) or designee(s).

At MUSL's direction, Key Personnel may be required to undergo security awareness and ethics training, and meet specific security-related requirements or provide specific security and ethics assurances as deemed necessary by MUSL.

4. Deliverables and Project Schedule. Contractor shall complete all Services and provide all deliverables in accordance with the specifications and requirements set forth in this Agreement, the Proposal, an applicable Statement of Work ("SOW"), or as mutually agreed to by the Parties. MUSL reserves the right to extend the deliverables dates; any other changes will be by mutual written agreement of the MUSL and the Contractor. Deliverables include any tangible or intangible items or things that have been or will be prepared, created, maintained, serviced, or developed by the Contractor at any time following the effective date of the Agreement, for or on behalf of MUSL.

5. Confidentiality. Each party acknowledges that during the Project it may learn from the other party certain non-public personal or otherwise confidential information. Each party shall regard any and all non-public or confidential information it receives which in any way relates or pertains to the other party, including its members, customers and employees, as confidential. Each party shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any or any part of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than as required under this Agreement, and expressly as part of the Project.

Contractor shall maintain as confidential and shall not disclose to third parties without MUSL's prior express written permission all information and deliverables not otherwise publicly available, whether proprietary or not, made known to or discovered by Contractor or furnished by Contractor to MUSL or furnished by MUSL to

Contractor during the performance of or in connection with this Agreement. Contractor shall immediately notify (within three (3) days of the request) MUSL in writing if Contractor receives a request to disclose such information during this Agreement or at any time thereafter.

If Contractor is required or requested to provide information or documents regarding any services performed under this Agreement to any party other than MUSL, Contractor shall immediately (within three (3) days of the request) notify or advise MUSL of any such requests or requirements. MUSL may initiate such legal action as MUSL deems appropriate to protect information from discovery to protect MUSL's interests.

6. Return of Information. Upon request of MUSL, and upon expiration or termination of this Agreement, Contractor shall return all documents and any other tangible information as provided under this Agreement (including but not necessarily limited to confidential information provided by MUSL or developed by Contractor), and any copies, notes, memoranda, records, drawings, manuals, computer software, data, work product, draft and final reports or other documents or materials. Contractor shall provide written confirmation of the destruction of all electronic files containing confidential information either obtained by Contractor or created by Contractor in performance of this Agreement. This does not apply to any information which is or becomes public knowledge through a source other than Contractor and through no fault of Contractor; is or becomes lawfully available to Contractor from a source other than MUSL; or, is disclosed by Contractor with MUSL's prior written approval.

This Section shall survive Termination and/or the Term of this Agreement. Contractor also expressly agrees that no use of the information gained from this Project shall be used in public speeches, presentations or in any public forum unless MUSL has provided express written consent. Damages pursuant to this section shall apply should Contractor not adhere to the requirements.

7. Liquidated Damages. Reserved.

8. Term. The term shall be from the Agreement execution date through **XXXX**, or as otherwise mutually agreed to by the Parties.

9. Termination. MUSL may terminate this Agreement, in whole or in part, at any time, at will and without cause, and will be responsible only for paying compensation to Contractor as indicated below.

MUSL shall not be liable for any costs incurred if termination by MUSL is for cause and, in the sole discretion of MUSL, such cause materially threatened the security or integrity of MUSL, or if, in the sole discretion of MUSL, Contractor failed to provide any goods or services of material value or benefit to MUSL.

If this Agreement is terminated, compensation, if any, shall be limited to reasonable expenses for good and valuable (as determined by MUSL) products, materials, supplies, and services provided by Contractor and accepted by MUSL through the termination date for which Contractor have not yet been compensated. MUSL will make no payments to Contractor for work not provided to MUSL, work in progress, or raw materials acquired unnecessarily in advance by Contractor, in excess of MUSL's delivery requirements, or initiated by Contractor after receipt of notice of termination.

10. Exclusivity. This Agreement is non-exclusive as related to the services provided and nothing in this Agreement precludes MUSL from procuring the same or similar services from another vendor.

11. Indemnification. Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against all actions, losses, liabilities, suits, penalties, fines, damages and claims (including taxes), and all reasonably related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), whether based on negligence, strict liability, intellectual property infringement or any other culpable conduct, arising from or in connection with any of the following:

(a) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from (i) the Services and deliverables provided by Contractor, (ii) performance of the work, duties, responsibilities, actions or omissions of Contractor or any of its subcontractors under this Agreement, or (iii) a breach of any representation or warranty made by Contractor in this Agreement, including, but not limited to, Contractor's unauthorized disclosure of MUSL confidential information.

(b) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that Contractor failed to insure against, or which Contractor's insurer has declined coverage of, as provided for under this Agreement.

(c) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, which may be incurred, suffered, or required in whole or in part by an actual or alleged act or omission of Contractor, or by any of its subcontractors, or by anyone directly or indirectly employed by any of them.

(d) Any claim, demand, action, citation or legal proceeding resulting from any negligent or intentional act or omission of Contractor or any of its subcontractors, including failing to follow MUSL security-related requirements as required in this Agreement.

These indemnification clauses shall not apply to the extent, if any, that such death, bodily injury, property damage, or other damages are caused by the negligence or reckless or intentional wrongful conduct of MUSL, its Members or their individual jurisdictions.

This section shall survive the termination of this Agreement.

12. Compliance with Laws. Each Party shall comply with all applicable laws, rules and regulations when performing under this Agreement. This also requires that Contractor to pay all taxes, fees, and assessments, however designated or levied, or based upon the goods and services supplied by Contractor.

13. Non-Discrimination. Contractor agrees that it shall not discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry, or disability of a qualified individual with a disability.

14. Bonds and Insurance. All required bonds and insurance must be issued by companies or financial institutions which are financially rated Excellent or better by A.M. Best Company and duly licensed, admitted, and authorized to do business in Iowa by the Insurance Division of the State of Iowa.

Proof of bonding or insurance must be furnished to MUSL no later than the date of Agreement execution and periodically thereafter as renewed.

Contractor shall maintain insurance for claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Claims under workers' compensation, disability benefit and other similar employee benefit acts as required by law in each jurisdiction in which Contractor does business.

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees or subcontractors.

(c) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

(d) General Liability Insurance coverage with limits of not less than \$1,000,000 for injury to any one person, \$5,000,000 for any one occurrence of personal injury and \$2,000,000 for any one occurrence of property damage.

(e) Property Insurance on all buildings, furniture, fixtures, computer and communications equipment used in operating and supporting the services provided under this Agreement in an amount equal to or greater than the actual replacement cost thereof. Coverage shall insure personal property including contents, equipment, and mobile items against fire, theft, collision, and flood. MUSL (including its member lotteries and licensee lotteries) is not responsible for insuring any of Contractor's equipment or facilities included in or associated with this Agreement.

(f) Automotive Liability Insurance covering drivers and vehicles employed in connection with the operation of this Agreement.

(g) Errors and Omissions Insurance with limits of not less than \$5,000,000 to be in force and effect beginning one week prior to the beginning of services under this Agreement. Insurance coverage must insure Contractor and the Indemnified Parties for direct loss which may be incurred due to any error caused by Contractor, its officers, employees, agents, subcontractors or assigns in the provision of services, regardless of negligence. Coverage must continue until one year past the expiration of this Agreement.

Contractor may not elect to provide entirely or in part for the insurance protections described above through self-insurance.

15. Assignment. No right or obligation of Contractor under this Agreement may be assigned by Contractor without the prior written approval of MUSL, and in the event of any such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the right or obligation is assigned as fully and completely as Contractor is hereunder bound and obligated. No assignment shall operate to release Contractor from its liability for the timely and effective performance of its obligations hereunder. Assignments made in violation of this provision shall be null and void.

16. News Releases. Contractor shall not issue any news releases, media statements, or any other advertising or presentation materials (verbally or in writing) pertaining to this Agreement or Project, without prior written approval from MUSL.

17. Use of MUSL Intellectual Property. Contractor agrees not to use the names, logos, images, nor any data or results arising from this procurement process or Agreement as a part of any commercial advertising or for any reason without prior written approval by MUSL. Contractor has been authorized, through a limited license which is not transferable and is in effect during the Project, to MUSL trademarks as provided by MUSL.

18. Force Majeure. For the purposes of this contract, “force majeure” is defined as “an act of God or any other cause of like kind not reasonably within a party’s control, and which, by the exercise of due diligence of such party, could not have been preened or is unable to be overcome.” Contractor must inform MUSL in writing within three (3) days of the existence of any such force majeure or otherwise waives this right as a defense.

Neither Contractor nor MUSL shall be liable to the other for any delay in or failure of performance under this Agreement due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of delay or failure shall extend the period for performance in the exercise of reasonable diligence until after the cause of delay or failure has been removed.

If Force Majeure conditions are expected to continue unabated for an indefinite period and Contractor cannot perform services as required by this Agreement, MUSL retains the right to obtain alternative services and/or to terminate this Agreement so that business continuity can be restored without liability to Contractor for any services not performed or not provided.

Contractor shall immediately upon discovery notify MUSL in writing of any delays in performance regardless of responsibility, fault, or negligence. If Contractor contends the delay is the responsibility, fault or negligence of MUSL staff, Contractor must provide written notice within three (3) days of the discovery, and to the extent possible, identify the event or individual responsible so MUSL may take appropriate action to remedy the situation. Failure to provide such notice to MUSL as required in this section shall constitute a waiver of Contractor’s right to assert MUSL’s action/inaction as a defense.

19. Intellectual Property - Scope of Ownership. Each party will retain exclusive interest in and ownership of

its Intellectual Property developed before this Agreement or developed outside the Scope of this Agreement. Any Intellectual Property developed solely by a Party under this Agreement, and without participation of, or information from the other Party is and will remain the sole and exclusive property of the developing party. In the event that the Parties jointly develop Intellectual Property, the Parties shall engage in good faith negotiations to establish their respective rights. In the event the Parties cannot reach an agreement with regard to such jointly developed property, each party will have equal ownership and rights in such intellectual property, without further obligation and without a duty to account to the other Party.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa both as to interpretation and performance without regard to any conflict of laws provisions. In the event that any proceeding of a quasi-judicial or judicial nature is brought to determine any matter arising out of or in connection with this Agreement, such proceeding must be brought in Polk County District Court for the State of Iowa or in Federal District Court for the Southern District of Iowa in Polk County, Iowa. Contractor acknowledges that MUSL is formed pursuant to the Iowa's Revised Uniform Unincorporated Nonprofit Association Act.

21. Notice. The Parties agree that all notices given pursuant to the terms of this Agreement shall be sufficient if made in writing, and mailed certified mail, first class postage prepaid, return receipt requested, or sent by overnight service with receipt acknowledged. All notices and other communications hereunder shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Any such notice or communication shall be sent to the following addresses, or such other addresses as may be designated from time to time by the parties in writing:

As to Contractor:

Attention: XXX
[address]
Email

As to MUSL:

Executive Director
MULTI-STATE LOTTERY ASSOCIATION
8101 Birchwood Court, Suite R
Johnston, Iowa 50131
With copy to: Legal@MUSL.com

22. Miscellaneous.

(a) Taxes. Each of the parties shall bear all taxes imposed on it as a result of the existence or operation of this Agreement including, but not restricted to, any tax on or measured by any fee or other payment required to be made by it hereunder, any registration tax, any tax imposed with respect to the granting of or transfer of licenses or other rights hereunder or the payment or receipt of fees or royalties hereunder. In particular, any tax which one party is required to withhold for fees or royalties paid to the other party shall be borne by the other party.

(b) Entire Agreement. This Agreement, the RFP and the Contractor's Proposal constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all previous agreements whether written or verbal, and may only be amended in writing agreed to and executed by the parties hereto through their duly authorized officers or representatives.

(c) Independent Contractor. Contractor is an independent contractor, and the relationship between the parties shall be governed by the terms of this Agreement and shall not extend to other activities, transactions or agreements. Neither party is in any way the legal representative, partner or agent of, nor has any authority to assume or create any obligation on behalf of the other party.

(d) Severability. If any provision of this Agreement is held illegal, void or unenforceable in a judicial proceeding, such provision shall be severed from this Agreement and shall be inoperative. The parties shall use their best efforts to replace the severed provision with a new provision which is not illegal and which follows the principles of the severed provision as closely as is legally possible. The remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.

(e) Waiver. Failure of either Party to assert any or all of its rights under this Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from acceptance of, or payment made for any Service or Deliverable.

(f) Conflict of Interest. Contractor shall, while this Agreement is in effect, avoid situations, agreements or relationships which might cause a conflict of interest and shall immediately notify MUSL if any such conflict does or might appear to arise. No part of the price for this Agreement shall be paid directly or indirectly by the Contractor to an employee of MUSL in connection with any work contemplated or performed in relationship to this Agreement.

(g) Notice of Legal Proceedings. Each party shall immediately advise the other party of any legal notices served on the party which might affect the other party, handle promptly all correspondence from the other party, reasonably assist and co-operate with the other party's officers, research and sales personnel during their trips to the facilities of the party.

(h) Section Headings. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts. Any counterpart shall constitute a full and original Agreement for all purposes.

(j) Injunctive and Equitable Relief. Each of the parties expressly acknowledges and agrees that the terms of this Agreement are reasonable and necessary for the protection of the legitimate business interests of the other parties. The parties further acknowledge that a violation of this Agreement would cause serious, immediate and irreparable harm to the other party, and therefore agree that the parties shall be entitled to seek injunctive or other equitable relief without the necessity of proving such harm.

(k) Representations. Each party represents that it possesses all licenses, permits, and any other legal authorization necessary to enter into and fully perform all its obligations hereunder, and will maintain all such licenses, permits and other authorizations in good standing throughout the term.

(l) Reserved.

(m) Prohibition Against Purchasing Certain Lottery Products. Contractor (including any subcontractors or agents) and its Key Personnel and any other persons identified by MUSL are prohibited from purchasing or redeeming any tickets or receiving any prizes from any lottery games for which MUSL provides drawing services. This prohibition shall also apply to any persons residing in the prohibited persons' residence(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

[contractor name]

BY: _____ Date: _____

ITS: _____

MULTI-STATE LOTTERY ASSOCIATION

BY: _____ Date: _____

ITS: _____

SAMPLE SCOPE OF WORK
FOR
POWERBALL BRAND RESEARCH PROJECT
THE MULTI-STATE LOTTERY ASSOCIATION
And

VENDOR/SUPPLIER NAME

Pursuant to the Agreement, signed by the Multi-State Lottery Association and (NAME OF VENDOR) (“Parties”) on **XXX, 20XX**, this Statement of Work (SOW) is hereby incorporated and made a part of the Agreement. Any modifications to the SOW must be mutually agreed to in writing and signed by the Parties in accordance with the Change Order provisions identified below.

1. Introduction

Describe the deliverables-based services and/or goods and each of the deliverables at a summary level.

2. Background

This Statement of Work is incorporated by reference to the Agreement for the Powerball Brand Research project.

3. Scope

A kickoff meeting will be held no later than **XXXXXX, 20XX** at a location and time selected by MUSL where the Vendor and its staff will be introduced to MUSL staff.

4. Deliverables

- Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the MUSL project manager, or contract manager, or designee.
- All deliverables must be submitted in a format pre-approved by the MUSL project manager.
- If the deliverable cannot be provided within the scheduled timeframe, the Vendor is required to contact the MUSL project manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project, including any impacts to project costs.
- A request for a revised schedule must be reviewed and approved, in writing by the MUSL project manager before being effective. Contract Terms and Conditions may dictate that an amendment be entered into, and should reflect the appropriate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
- MUSL will complete a review of each submitted deliverable within specified working days from the date of receipt, and identify if the deliverable is accepted (per the acceptance criteria), or, if the deliverable is rejected as not meeting the agreed-upon deliverable. Vendor will have time to correct the deficiencies.

Sample Delivery Schedule

No.	Item	column for payment amount associated with the deliverable or other requirements	Due Date	Recipient
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11	Project completion/sign off by MUSL			

5. Performance Monitoring

The Vendor is required to provide MUSL’s project manager with weekly written progress reports of this project. Items to be covered in the progress report may include:

- Required documents (plans, estimates, schedules, analyses)
- Description of all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.
- Identification of outstanding issues encountered with an explanation of the cause, proposed resolution, and timeframe in which the issue will be resolved.
- Schedule of progress/status meetings with the MUSL project manager.

6. Invoices

Monthly invoices will include a detailed statement of the work performed, by whom, and the costs associated with the work.

7. MUSL/Vendor-Furnished Equipment and Work Space

8. Pricing

The main purpose of this section is to detail the pricing for the deliverables-based services. Vendors should also provide a summary of any assumptions and exclusions.

Deliverable No.	Deliverable Name	Price

9. Acceptance Criteria

Deliverable No.	Deliverable Name/Acceptance Criteria	Accepted (y/n)

10. Change Order Process

Changes to the original scope of the project shall be identified through a change order proposal, which shall be in writing, and submitted to the other party. The proposal shall describe the specific change(s) needed, why it wasn't identified in the original project scope, and how it will assist in successful completion of the project. The proposal shall also include the increase or decrease in costs associated with the proposed change.

The other party shall have three (3) business days to review and discuss with the other party. If accepted, the proposal shall be signed, and dated by both parties. If rejected, the parties may discuss alternatives to the proposal, and jointly develop a change order proposal for review, and signature.