

**A G R E E M E N T**

THIS AGREEMENT ("Agreement") is made and entered into this 12th day of September, 2017 by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Gartner, Inc., whose corporate address is at 56 Top Gallant Rd., Stamford, CT 06904, hereinafter referred to as "CONTRACTOR".

**R E C I T A L S**

**WHEREAS**, COUNTY has need for subscription-based research and executive coaching and advisory services; and

**WHEREAS**, CONTRACTOR, is willing and able to provide the desired services to assist COUNTY with its stated needs; and

**WHEREAS**, COUNTY desires to purchase such services from CONTRACTOR as more fully described hereinbelow.

**NOW, THEREFORE**, for and in consideration of the promises herein, and for other good and valuable consideration, the parties agree as follows:

**W I T N E S S E T H**

**I. OBLIGATIONS OF THE CONTRACTOR**

CONTRACTOR shall provide the subscription-based research and related services as set forth in CONTRACTOR's "Service Agreement" attached hereto as Appendix 1 and made a part of this Agreement (the "Services").

**II. OBLIGATIONS OF THE COUNTY**

The COUNTY shall adhere to the terms of this Agreement, including any terms and conditions set forth in Appendix 1.

**III. APPENDIX 1**

In the event of a conflict between the terms and conditions of Appendix 1 and this Agreement, this Agreement shall prevail.

1       **IV.     TERM**

2           The primary term of this Agreement shall be for a period of three (3) years,  
3       commencing on September 1, 2017, through and including August 31, 2020 ("Primary  
4       Term"). This Agreement may be extended for two (2) additional consecutive twelve (12)  
5       month periods upon written approval of both parties no later than thirty (30) days prior to the  
6       first day of the next twelve (12) month extension period. COUNTY's Director of Internal  
7       Services/Chief Information Officer or his/her designee, is authorized to execute such written  
8       approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

9       **V.     TERMINATION**

10       A)    NON-ALLOCATION OF FUNDS

11           The terms of this Agreement, and the Services to be provided thereunder, are  
12       contingent on the approval of funds by the appropriating government agency. Should  
13       sufficient funds not be allocated, for any one of years two (2) thru three (3) of the Primary  
14       Term, the Services provided may be modified, or this Agreement terminated, by providing  
15       the Contractor at least thirty (30) days prior written notice before the start of a new yearly  
16       service period.

17       B)    BREACH OF CONTRACT

18       The COUNTY may immediately suspend or terminate this Agreement in whole or in part,  
19       where in the determination of the COUNTY there is:

- 20           1) An illegal or improper use of funds;  
21           2) A failure to comply with any term of this Agreement;  
22           3) A substantially incorrect or incomplete report submitted to the COUNTY;  
23           4) Improperly performed service.

24       In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
25       breach of this Agreement or any default which may then exist on the part of the  
26       CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to  
27       the COUNTY with respect to the breach or default. The COUNTY shall have the right to  
28       demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to

1 the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
2 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall  
3 promptly refund any such funds upon demand.

4 CONTRACTOR may, upon thirty (30) days prior written notice to COUNTY, terminate  
5 this Agreement if COUNTY fails to comply with any material term or condition of this  
6 Agreement unless COUNTY cures such failure within such thirty (30) day period, or other  
7 such timeframe as may be mutually agreed upon in writing by the parties.

8 **VI. COMPENSATION/INVOICING**

9 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
10 compensation as follows:

11 A) COMPENSATION SCHEDULE

12 The total fees due for each annual period this Agreement is in force shall be paid in full  
13 annually and in advance as set forth below:

14

Term	Period of Performance	Annual Fee
Year 1	September 1, 2017 to August 31, 2018	\$181,400
Year 2	September 1, 2017 to August 31, 2018	\$187,205
Year 3	September 1, 2017 to August 31, 2018	\$193,196
Year 4	September 1, 2017 to August 31, 2018	\$202,857
Year 5	September 1, 2017 to August 31, 2018	\$213,000

21

22 In no event shall services provided under this Agreement be in excess of \$561,801.00  
23 during the initial three-year term of this Agreement. In no event shall services provided be  
24 in excess of \$977,658.00 for the total potential five-year term of this Agreement. It is  
25 understood that all expenses incidental to CONTRACTOR's performance of services  
26 under this Agreement shall be borne by CONTRACTOR.  
27  
28

1       B)    INVOICING

2           CONTRACTOR shall submit invoices (which must reference the provided contract  
3           number), either electronically or via mail to the County of Fresno ISD, Accounts Payable,  
4           333 W. Pontiac Way, Clovis, CA 93612 or Accounts Payable,  
5           ISDBusinessOffice@co.fresno.ca.us. COUNTY will pay CONTRACTOR within forty-five  
6           (45) days of receipt of an approved invoice, by mail addressed to CONTRACTOR's  
7           remittance address: Gartner Inc. P.O. Box 911319 Dallas, TX 75391-1319.

8           **VII. INDEPENDENT CONTRACTOR:**

9           In performance of the work, duties and obligations assumed by CONTRACTOR under  
10          this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and  
11          all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and  
12          performing as an independent contractor, and shall act in an independent capacity and not as  
13          an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
14          Furthermore, COUNTY shall have no right to control or supervise or direct the manner or  
15          method by which CONTRACTOR shall perform its work and function. However, COUNTY shall  
16          retain the right to administer this Agreement so as to verify that CONTRACTOR is performing  
17          its obligations in accordance with the terms and conditions thereof.

18          CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
19          rules and regulations, if any, of governmental authorities having jurisdiction over matters the  
20          subject thereof.

21          Because of its status as an independent contractor, CONTRACTOR shall have absolutely  
22          no right to employment rights and benefits available to COUNTY employees. CONTRACTOR  
23          shall be solely liable and responsible for providing to, or on behalf of, its employees all  
24          legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and  
25          save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,  
26          including compliance with Social Security withholding and all other regulations governing such  
27          matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be  
28          providing services to others unrelated to the COUNTY or to this Agreement.

1 **VII. CONFIDENTIALITY**

2 A Party receiving Information (defined below) of the other will not disclose such  
3 Information other than to persons in its organization who are required to comply with this  
4 Section. The Party receiving Information will not use such Information for a purpose  
5 inconsistent with the terms of this Agreement. "Information" means the Software,  
6 Documentation and all information and intellectual property related thereto (including, but not  
7 limited to all databases provided to COUNTY by CONTRACTOR whether created by  
8 CONTRACTOR or its third party licensors, as well as information related to the business of  
9 CONTRACTOR or COUNTY. Information will not include: (i) information publicly known prior to  
10 disclosure; (ii) information coming into the lawful possession of the recipient without any  
11 confidentiality obligation; (iii) entered the public domain through no fault of recipient subsequent  
12 to the disclosing party's communication to the recipient, (iv) information independently  
13 developed by the recipient, and (v) information required to be disclosed pursuant to regulatory  
14 action or court order, provided adequate prior written notice of any request to disclose is given  
15 to the Party whose information is to be disclosed. Each Party will exercise at least the same  
16 degree of care to safeguard the confidentiality of the other's Information as it does to safeguard  
17 its own proprietary confidential information, but not less than a reasonable degree of care.

18 **VIII. MODIFICATION**

19 Any matters of this Agreement may be modified from time to time by the written consent  
20 of all the parties without, in any way, affecting the remainder.

21 **IX. NON-ASSIGNMENT**

22 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or  
23 duties under this Agreement without the prior written consent of the other party.

24 **X. HOLD HARMLESS**

25 A. INDEMNITY PERSON AND/OR TANGIBLE PROPERTY - CONTRACTOR agrees to  
26 indemnify, defend and hold harmless the COUNTY, its employees, officers and agents  
27 from and against any third party claims, demands, loss, damage or expenses (including  
28 reasonable attorney's fees and court costs) relating to bodily injury or death of any

1 person or damage to real and/or tangible personal property directly caused by the  
2 negligence or willful misconduct of Contractor, its personnel, or agents during the course  
3 of the provision of services under this Agreement.

4 B. INDEMNITY FOR INTELLECTUAL PROPERTY – Upon notification of a claim against  
5 COUNTY alleging any Deliverable infringes a copyright, US patent or trade secret of any  
6 third party, CONTRACTOR will defend such claim at its expense and will pay any costs  
7 or damages that may be finally awarded against COUNTY. CONTRACTOR will not  
8 indemnify COUNTY however, if the claim of infringement is caused by (1) COUNTY's  
9 misuse or modification of the Deliverable or (2) COUNTY's failure to use corrections or  
10 enhancements made available by CONTRACTOR. If any Deliverable hereunder is, or in  
11 CONTRACTOR's opinion is likely to be, held to be infringing, CONTRACTOR shall at its  
12 expense and option either: (a) procure the right for COUNTY to continue using it, (b)  
13 replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d)  
14 direct the return of such deliverable and refund to COUNTY the fees paid for such  
15 deliverable.

## 16 **XI. INSURANCE**

17 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any  
18 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the  
19 following insurance policies throughout the term of the Agreement:

### 20 A) COMMERCIAL GENERAL LIABILITY

21 Commercial General Liability Insurance with limits of not less than One Million Dollars  
22 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars  
23 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may  
24 require specific coverages including completed operations, products liability, contractual  
25 liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance  
26 deemed necessary because of the nature of this contract.

### 27 B) AUTOMOBILE LIABILITY

28 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less

1 than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred  
2 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than  
3 Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five  
4 Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-  
5 owned vehicles used in connection with this Agreement.

6 C) PROFESSIONAL LIABILITY

7 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
8 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than  
9 One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)  
10 annual aggregate.

11 D) WORKER'S COMPENSATION

12 A policy of Worker's Compensation insurance as may be required by the California  
13 Labor Code.

14 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
15 insurance naming the County of Fresno, its officers, agents, and employees, individually  
16 and collectively, as additional insured, but only insofar as the operations under this  
17 Agreement are concerned. Such coverage for additional insured shall apply as primary  
18 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,  
19 agents and employees shall be excess only and not contributing with insurance provided  
20 under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed  
21 without a minimum of thirty (30) days advance written notice given to COUNTY by  
22 CONTRACTOR.

23 Within Thirty (30) days from the date CONTRACTOR executes this Agreement,  
24 CONTRACTOR shall provide certificates of insurance and endorsement as stated above  
25 for all of the foregoing policies, as required herein, to the County of Fresno, Robert Bash,  
26 Director of Internal Services/Chief Information Officer, 333 W Pontiac Way, Clovis, CA  
27 93612, stating that such insurance coverages have been obtained and are in full force;  
28 that the County of Fresno, its officers, agents and employees will not be responsible for

1 any premiums on the policies; that such Commercial General Liability insurance names  
2 the County of Fresno, its officers, agents and employees, individually and collectively, as  
3 additional insured, but only insofar as the operations under this Agreement are concerned;  
4 and that such coverage for additional insured shall apply as primary insurance and any  
5 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and  
6 employees, shall be excess only and not contributing with insurance provided under  
7 CONTRACTOR's policies herein.

8 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as  
9 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or  
10 terminate this Agreement upon the occurrence of such event.

11 All policies shall be with admitted insurers licensed to do business in the State of  
12 California. Insurance purchased shall be purchased from companies possessing a current  
13 A.M. Best, Inc. rating of A FSC VII or better.

## 14 **XII. AUDITS AND INSPECTIONS**

15 CONTRACTOR shall at any time during CONTRACTOR'S normal business hours, and  
16 upon prior written notice, as often as the COUNTY may deem necessary, make available to the  
17 COUNTY for examination all of its records and data with respect to the matters covered by this  
18 Agreement. CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit  
19 and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance  
20 with the terms of this Agreement. Any such examinations or audits shall be at the COUNTY'S  
21 expense.

22 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be  
23 subject to the examination and audit of the Auditor General for a period of three (3) years after  
24 final payment under contract (Government Code Section 8546.7).

## 25 **XIII. NOTICES**

### 26 A) AUTHORITY TO GIVE AND RECEIVE NOTICES

27 The persons and their addresses having authority to give and receive notices under this  
28 Agreement include the following:



COUNTY OF FRESNO

Robert Bash  
Director of Internal Services/  
Chief Information Officer  
333 W Pontiac Way  
Clovis, CA 93612  
isdbusinessoffice@co.fresno.ca.us

CONTRACTOR

Americas Contracts Dept.  
Gartner, Inc.  
12651 Gateway Blvd.  
Ft. Myers, FL 33913  
Americas.contracts@gartner.com

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party or by electronic mail sent to and confirmed by CONTRACTOR at CONTRACTOR's email address, or if to COUNTY, at COUNTY's email address noted above.

**XIV. GOVERNING LAW**

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**XV. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form* (Exhibit 1) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

**XVI. ENTIRE AGREEMENT**

This Agreement, including Appendix 1, constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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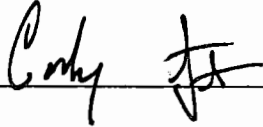
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day  
2 and year first hereinabove written.

3 **CONTRACTOR**

4   
5 \_\_\_\_\_  
6

7 Date: 7-26-2017  
8  
9 \_\_\_\_\_  
10

11 Date: \_\_\_\_\_

12 Gartner, Inc.  
13 980 9th St #2150  
14 Sacramento, CA 95814

15  
16  
17 **FOR ACCOUNTING USE ONLY:**

18 FUND: 1020  
19 SUBCLASS: 10000  
20 ORG NO.: 8905  
21 ACCOUNT NO.: 7205  
22  
23  
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25  
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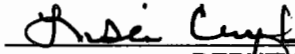
**COUNTY OF FRESNO**



\_\_\_\_\_  
Brian Pacheco  
Chairman, Board of Supervisors

Date: 9/12/2017

Bernice E. Seidel  
Clerk, Board of Supervisors

By:   
DEPUTY

**REVIEWED & RECOMMENDED FOR APPROVAL**



\_\_\_\_\_  
Robert W. Bash, Director of Internal Services/  
Chief Information Officer

**APPROVED AS TO LEGAL FORM**

Daniel C. Cederborg  
County Counsel

By:   
DEPUTY

**APPROVED AS TO ACCOUNTING FORM**

Oscar J. Garcia, CPA  
Auditor-Controller/Treasurer-Tax Collector

By:   
\_\_\_\_\_  
29

## Appendix 1: Service Agreement

This Service Agreement (“SA”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 (“Gartner”) and Client of Fresno County 333 W. Pontiac Way, Clovis, CA 93612 for the Services (as defined below). Client agrees to subscribe to the following Services for the term and fees set forth below.

### 1. DEFINITIONS AND ORDER SCHEDULE:

**Services** are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

**Service Descriptions** describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee \$</u>	<u>Total Fee \$</u>
Executive Programs Leadership Team	<u>Leader</u>	<u>1</u>	<u>Robert Bash</u>	<u>01-SEPT-2017</u>	<u>31-Aug-2020</u>	1 \$78,600 2 \$81,115 3 \$83,710	\$243,425
Executive Programs Leadership Team	<u>Delegate</u>	<u>1</u>	<u>Brian Martin</u>	<u>01-SEPT-2017</u>	<u>31-Aug-2020</u>	1 \$41,200 2 \$42,520 3 \$43,880	\$127,600
Executive Programs Leadership Team	<u>Advisor</u>	<u>2</u>	<u>Mark Zack</u> <u>Sheri Walden</u>	<u>01-SEPT-2017</u>	<u>31-Aug-2020</u>	1 \$30,800/each 2 \$31,785/each 3 \$32,803each	\$95,388/each
				Total Services:	(Excluding applicable sales tax)	\$181,400 Year 1	\$561,801 3 Years
<u>Option Year(s)</u>							
Executive Programs Leadership Team	<u>Leader</u>	<u>1</u>	<u>Robert Bash</u>	<u>01-SEPT-2020</u>	<u>31-Aug-2021</u>	\$87,897	\$87,897
Executive Programs Leadership Team	<u>Delegate</u>	<u>1</u>	<u>Brian Martin</u>	<u>01-SEPT-2020</u>	<u>31-Aug-2021</u>	\$46,074	\$46,074
Executive Programs Leadership Team	<u>Advisor</u>	<u>2</u>	<u>Mark Zack</u> <u>Sheri Walden</u>	<u>01-SEPT-2020</u>	<u>31-Aug-2021</u>	\$34,443 (each)	\$68,886
Executive Programs Leadership Team	<u>Leader</u>	<u>1</u>	<u>Robert Bash</u>	<u>01-SEPT-2021</u>	<u>31-Aug-2022</u>	\$92,292	\$92,292
Executive Programs Leadership Team	<u>Delegate</u>	<u>1</u>	<u>Brian Martin</u>	<u>01-SEPT-2021</u>	<u>31-Aug-2022</u>	\$48,378	\$48,378
Executive Programs Leadership Team	<u>Advisor</u>	<u>2</u>	<u>Mark Zack</u> <u>Sheri Walden</u>	<u>01-SEPT-2021</u>	<u>31-Aug-2022</u>	\$36,165 (each)	\$72,330

The pricing listed for the Option Year Term(s) is provided for evaluation/budgetary purposes only. The actual price paid by Client for each Option Year Term will be either the pricing displayed or Gartner’s then-current State and Local Government price in effect at the time an Option Year Term is exercised, whichever is less.

### 2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
--------------------------------------	--------------------------------

Executive Programs Leadership Team: Leader	<a href="#">See Attached</a>
Executive Programs Leadership Team: Delegate	<a href="#">See Attached</a>
Executive Programs Leadership Team: Advisor	<a href="#">See Attached</a>

### 3. PAYMENT TERMS

Gartner will invoice Client in advance for all Services. Payment is due 45 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

### 4. CLIENT PURCHASE ORDER

Please attach any required Purchase Order (“PO”) to this SA and enter the PO number below. All PO’s are to be sent to [purchaseorders@gartner.com](mailto:purchaseorders@gartner.com).

Purchase Order Number: \_\_\_\_\_

### 5. GENERAL TERMS

**5.1 Ownership and Use of the Services.** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “**Licensed User**”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Gartner Usage Policy*, which is accessible to all Licensed Users via the “Policies” section of [gartner.com](http://gartner.com). Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

**5.2 DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

**5.3 Data Protection.** In performing its obligations under this SA, Gartner and Client will each comply with all applicable data privacy legislation. Without limitation to this, Client shall ensure that any disclosure of personal data, whether in relation to Client's employees or otherwise, made to Gartner by Client or on its behalf is made with the data subject's consent or is otherwise lawful. In so far as any disclosure relates to Client's own employee or subcontractor, Client shall notify that employee or subcontractor that Gartner and its affiliates may: (a) use the personal data to provide Client with the Services, (b) disclose the personal data to third parties to provide the Services; and (c) inform Client about other products or services that Gartner believes may be of interest. If any person does not wish to receive such Gartner communications, they may contact Gartner at [privacy@gartner.com](mailto:privacy@gartner.com).

#### 5.4 Miscellaneous

(a) **Arbitration.** RESERVED.

(b) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(c) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(d) **Surviving Clauses.** Sections 3, 4, and 5 (shall survive the termination of this SA.)

## SERVICE DESCRIPTION Attachment to the Service Agreement

### EXECUTIVE PROGRAMS LEADERSHIP TEAM: LEADER

Executive Programs Leadership Team: Leader (the “Service”) is designed for the most senior technology executive in the client organization, typically the CIO, and his or her leadership team. The Service provides client with (i) an ongoing advisory relationship with Gartner, and (ii) a thinking partner to contextualize Gartner insights. This Service requires the separate purchase of an Executive Programs Leadership Team Member Service.

#### DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the “Leader,” and (ii) “Team Members,” as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are “Licensed Users.” The Deliverables for the Leader are set forth below.

- Assigned Service Delivery Team
- Value Reviews
- Team Workshop
- Access to Analysts
- Analyst Briefing
- Symposium/ITxpo® with Executive Programs VIP Access
- Executive Programs Events
- Peer Networking
- Leadership Development Research and Related Content
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

#### ADDITIONAL DEFINITION OF DELIVERABLES

##### 1. Assigned Service Delivery Team

An Executive Partner with past experience in senior technology executive roles and a Team Client Manager will serve as the Leader’s primary points of contact for this Service. They will help define and develop individualized strategies based on their priorities and initiatives (“Leader Agenda”). The Leader may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, analyst interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

Strategy Meetings between the Leader and by invitation of the Leader, one or more of the Leader’s peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Leader, and/or to drive the Leader Agenda.

The Team Client Manager (TCM), an experienced service professional who understands the client’s context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

##### 2. Value Reviews

The Executive Partner will periodically conduct Value Reviews with the Leader against the Leader Agenda.



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## 3. Team Workshop

A half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises, facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops. The session may include non-Team Members up to a total of 25 (twenty-five) participants.

## 4. Access to Analysts

**Analyst Inquiry for the Leader** – Provides access to Gartner Analysts who are associated with this Service. Participation is limited to the Gartner Analyst, the Leader, and Team Members. The Leader must be present on the Inquiry call and lead the Inquiry discussion and questions in order to advance the Leader Agenda. Leader may, on an occasional and infrequent basis (not to exceed 10 (ten) times per contract year, and not to exceed more than 25 (twenty-five) individuals per session), include in Analyst Inquiry non-Team Members from within Client organization.

**Prioritized Analyst Scheduling** – The Leader is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.

**Analyst Briefing** – One (1) briefing session per contract period with a Gartner Analyst, delivered at client discretion remotely or onsite, not to exceed four (4) hours. The session may include Team Members and others from the client's organization, up to a total of 25 (twenty-five) participants.

## 5. Events

**Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements and Executive Programs VIP access.

**Executive Programs Events** – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

## 6. Peer Networking

**Peer Directory** – Access to searchable directory of senior technology leaders and CEOs.

**Online Forums** – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.

**Offline Meetups** – Access to designated lounges at Symposium/ITxpo.

**Facilitated Networking** – Executive Partner will upon request set up meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

## 7. Leadership Development Research and Related Content – Customized professional development content for the development of technology leaders, targeted to Team Members.

## 8. Gartner for IT Leaders Research and Related Content

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

## 9. IT Key Metrics Data

Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

## 10. Executive Programs Research and Related Content

**Research Reports** – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas

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where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

**Business Research and Related Content** – Targeted to CIOs, CFOs, and other business executives.

**Note: For all Research Access (Numbers 7, 8, 9 and 10 above)** – Leader may, on an occasional and infrequent basis, forward to other individuals in Client's organization no more than 25 (twenty-five) individual Gartner Research documents per contract year. This may not be done on a routine basis, or via posting on Client's intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional Gartner User licenses.

**11. Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on [gartner.com](http://gartner.com) or downloaded to an MP3 device.

## **ADDITIONAL TERMS & CONDITIONS**

Use of the Service is governed by the Gartner Usage Policy (formerly known as the Usage Guidelines for Gartner Services) and the Gartner Copyright and Quote Policy, which are accessible on the Policies section of [gartner.com](http://gartner.com).



**SERVICE DESCRIPTION**

Attachment to the Service Agreement

**EXECUTIVE PROGRAMS LEADERSHIP TEAM:  
DELEGATE TEAM MEMBER**

Executive Programs Leadership Team: Delegate Team Member (the “Service”) permits the client to identify an individual reporting to the most senior IT executive, typically the CIO, for professional development as a team member and to serve as proxy for the leader. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team: Leader Service.

**DELIVERABLES**

The Executive Programs Leadership Team is comprised of two sets of users: (i) the “Leader,” and (ii) “Team Members,” as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are “Licensed Users.” The Deliverables for the Delegate Team Member are set forth below.

- Assigned Service Delivery Team
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development
- Talking Technology Series

**ADDITIONAL DEFINITION OF DELIVERABLES**

**1. Assigned Service Delivery Team**

An Executive Partner, who has experience in senior technology executive roles, and a Team Client Manager will be assigned to the Delegate Team Member, who may serve as the Leader proxy in working with the Executive Partner on the Leader Agenda. The Team Client Manager (TCM), an experienced service professional who understands the client’s context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

**2. Team Workshop –** Participate in a half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

**3. Access to Analysts**

**Analyst Inquiry for the Delegate Team Member –** Participation is limited to the Gartner Analyst and the Delegate Team Member. The Inquiry topic may be any area of Gartner-covered Research.

**4. Attendance at Symposium/ITxpo –** One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements. As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

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## 5. Peer Networking

**Peer Directory** – Access to searchable directory of senior technology leaders.

**Online Forums** – Access to virtual discussions of common issues among peers on gartner.com.

**Offline Meetups** – Access to designated lounges at Symposium/ITxpo.

## 6. Gartner for IT Leaders Research and Related Content

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

## 7. IT Key Metrics Data

Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

## 8. Executive Programs Research and Related Content

**Research Reports** – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

**Business Research and Related Content** – Targeted to CIOs, CFOs, and other business executives.

## 9. Leadership Development

**Leadership Development Research and Related Content** – Customized professional development content for the technology leaders, targeted to Team Members.

**Leadership Development Coaching** – Executive Partner and Delegate Team Member create an Individual Development Plan to identify key areas of focus and priorities (the “Plan”). Progress against the Plan will be reviewed during the contract year as follows: Up to four (4) times per year, the Executive Partner will conduct Coaching Teleconferences with the Delegate Team Member to: (i) review and apply Leadership Development Content, Executive Programs Research, or other relevant content; (ii) advise the Delegate Team Member in the context of the Delegate Team Member’s professional and career goals; and (iii) develop, discuss the progress of, or evaluate the Plan.

## 10. Talking Technology Series – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

## ADDITIONAL TERMS & CONDITIONS

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## SERVICE DESCRIPTION

### Attachment to the Service Agreement

## EXECUTIVE PROGRAMS LEADERSHIP TEAM: ADVISOR TEAM MEMBER

Executive Programs Leadership Team: Advisor Team Member (the "Service") permits the client to identify an advisor team member, typically an individual reporting to the most senior IT executive, usually the CIO. The Service, which is part of the Executive Programs Leadership Team, requires the separate purchase of the Executive Programs Leadership Team: Leader Service.

## DELIVERABLES

The Executive Programs Leadership Team is comprised of two sets of users: (i) the "Leader," and (ii) "Team Members," as set forth in the Service Agreement. Collectively, the Leader and his/her Team Members are "Licensed Users." The Deliverables for the Advisor Team Member are set forth below.

- Assigned Team Client Manager
- Team Workshop
- Access to Analysts
- Symposium/ITxpo®
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Leadership Development Research and Related Content
- Talking Technology Series

## ADDITIONAL DEFINITION OF DELIVERABLES

### 1. Assigned Team Client Manager

A Team Client Manager will serve as the Advisor Team Member's primary point of contact for this Service. The Team Client Manager (TCM), an experienced service professional who understands the client's context and priorities, helps the Client understand the entitlements of their Service, and provides personalized, proactive, concierge-level service as the single point of contact from Gartner, helps the team leverage the most relevant Gartner resources. The TCM facilitates a coordinated service approach for the team, as well as alignment between Team Members and the Leader.

### 2. Team Workshop – Participate in a half-day annual session (jointly determined by the Executive Partner and Leader) on Client premises facilitated by the Executive Partner, which is focused on application of Executive Programs Research and action planning. Topic is selected by Leader and Executive Partner from a list of available Executive Programs workshops.

### 3. Access to Analysts

**Analyst Inquiry for the Advisor Team Member** – Participation is limited to the Gartner Analyst and the Advisor Team Member. The Inquiry topic may be any area of Gartner-covered Research.

### 4. Attendance at Symposium/ITxpo – One (1) complimentary, nontransferable invitation for the Advisor Team Member to attend Gartner Symposium/ITxpo, including standard Symposium entitlements.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

### 5. Peer Networking

**Peer Directory** – Access to searchable directory of senior technology leaders.

**Online Forums** – Access to virtual discussions of common issues among peers on [gartner.com](http://gartner.com).

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**Offline Meetups** – Access to designated lounges at Symposium/ITxpo.

**6. Gartner for IT Leaders Research and Related Content**

Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

**7. IT Key Metrics Data**

Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

**8. Executive Programs Research and Related Content**

**Research Reports** – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect. (Schedules are approximations and are dependent on the publication schedule of relevant Research.) Includes associated tools and teleconferences hosted by Executive Programs authors to discuss their Research Reports.

**Business Research and Related Content** – Targeted to CIOs, CFOs, and other business executives.

**9. Leadership Development**

**Leadership Development Research and Related Content** – Customized professional development content for technology leaders, targeted to Team Members.

**10. Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program accessed on gartner.com or downloaded to an MP3 device.

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**Business Research and Related Content** – Targeted to CIOs, CFOs, and other business executives.

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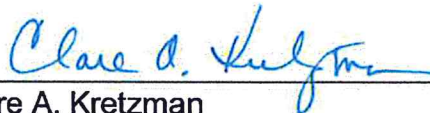
**CERTIFICATE OF AUTHORITY**

I, **Clare A. Kretzman**, the undersigned, hereby certify that I am the **Group Vice President, Deputy General Counsel and Assistant Secretary** of **Gartner, Inc.**, a Delaware corporation (the "Corporation"), and that **Phillip A. Cummings**, in his capacity as **Senior Director, Government Contracts**, of the Corporation is hereby authorized by the Corporation's Delegation of Authority to sign client contracts or amendments to client contracts with public sector clients in the ordinary course of business on behalf of the Corporation.

I do further certify that the Delegation of Authority has not been revoked and is now in full force and effect.

Dated this 29<sup>th</sup> day of March 2017

GARTNER, INC.



Clare A. Kretzman  
GVP, Deputy General Counsel and  
Assistant Corporate Secretary

Subscribed and sworn to before me on this 29<sup>th</sup> day of March 2017



Notary Public

My commission expires: 3/31/2020

**KELLIE GORDON**

**NOTARY PUBLIC**

MY COMMISSION EXPIRES MARCH 31, 2020