I. Course Overview

Project-Based Marketing Consulting (BUSML 4204: Marketing Projects) is an action-based learning experience as well as a competition. You will work in a team of six students on a real-world, “live” project. Your task is to develop and provide the following deliverables:

1. A comprehensive marketing strategy and implementation plan for a client company/brand.
2. A fully developed set of sample tactical elements that will be utilized within the plan (e.g., a set of marketing and promotional activities, retail / trade promotions, print and/or broadcast advertisements; sample pages from a website; sample sales promotions, sample YouTube videos, event blueprints, etc.).
3. Research insights, findings and other analyses to support your recommendations.
4. A final presentation to your client, communicating in a compelling fashion your recommendations, plan and supporting research.

This course represents a capstone experience in your education as a marketing major at the Fisher College of Business. It is an opportunity to integrate and apply everything you’ve learned to date in diagnosis, analysis, research, and making strategic and tactical recommendations for your client. Teams will also compete with one another, and winning teams will be announced, based on team performance in this marketing consulting project.

II. Course Objectives, Project Management Interface, and the Consulting Approach

• Course Objectives

1. Develop critical analysis and problem-solving abilities with respect to managing the marketing process.
2. Gain first-hand experience in developing a comprehensive, integrated marketing implementation plan.
3. Develop collaborative skills and expertise, working as part of a high-functioning team in a high-stakes competitive environment.
There is no textbook or course packet for this class. We will be using a professional project management web-interface from Edusourced. This platform costs $26 per student and is required for this projects class. Here is the link to the Payment Portal for you to pay the fee for access to the project management interface –

https://fisher.osu.edu/store/item.php?item_id=145

Please complete your payment by 8:00 am on Wednesday, August 24. As soon as you receive the receipt for your payment via email, please forward that receipt to my graduate TA at wolff.225@osu.edu. After I receive confirmation, I will send directions for you to activate your account, and also share them during the first day of class.

All project progress will be tracked on this project management interface. Each student (and student team) is responsible for completing the required milestones, file uploads and peer evaluations per deadlines listed on the interface. Failure to do so will severely impact the “On Course Project Progress” portion of the grade (please see pages 3 and 4 of this document).

• A Marketing Consulting Team Approach

In this course your team will take the perspective of a project team working within a marketing consulting firm. True marketing consulting firms are well versed and competent in all aspects of marketing strategy and tactics as opposed to one narrow area such as PR or social media. This means they are skilled in aiding clients across various marketing domains including value creation, segmentation, targeting, positioning, the traditional 4Ps, branding, managing customer loyalty, and mining customer insights for innovation.

Effective marketing consultants are able to accomplish key tasks:

• Quickly grasp the current business situation.
• Identify and leverage appropriate marketing knowledge and techniques.
• Provide a level of objectivity not achievable within the company.
• Create an appropriate research plan and analyze all relevant data.
• Make strategic and tactical recommendations.
• Create an appropriate implementation plan.
• Communicate findings and recommended actions effectively and persuasively.

As a marketing major in the Fisher College of Business, you have taken several marketing courses tied to various elements of the marketing process. In this Project-Based Marketing Consulting course you will integrate and tap this knowledge base and develop new skills in your role as a member of a marketing consulting team.
III. Class Format

We will meet as a full class for five designated in-class sessions (please see the course timeline on page 8 and the course flowchart on page 7 of this syllabus document). On the eight other scheduled sessions, student teams will meet with me weekly, for 20 minutes, at a set time, during the class time window (i.e., between 8:00 am and 11:00 am on Wednesdays, for a total of 8 group meetings with your professor). Attendance is mandatory at all class and group meetings, for the entire semester.

IV. Class Work Load and Expectations

The University and College expectation is that students spend two hours outside of class for every hour spent in class. Since this course meets 3 hours per week, you should expect to spend 6 hours per week outside of class on course-related work. This means that every student is expected to spend a total of 9 hours per week on this project. Please plan your project group work and individual responsibilities within the project group, accordingly.

V. Grade Structure

The following grade structure will be utilized for this course:

<table>
<thead>
<tr>
<th>Graded Component</th>
<th>% of the Final Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Implementation Plan, Report &amp; Supporting Materials</td>
<td>50%</td>
</tr>
<tr>
<td>2. Final Presentation</td>
<td>20%</td>
</tr>
<tr>
<td>3. Peer Evaluation</td>
<td>15%</td>
</tr>
<tr>
<td>4. On-course Project Progress</td>
<td>15%</td>
</tr>
</tbody>
</table>

Total 100%

VI. Grading Scale

The grading scale and point conversion that will be utilized for the final grade are as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>GPE</th>
<th>Grade</th>
<th>GPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>93 - 100%</td>
<td>C+</td>
<td>77 - 79.99%</td>
</tr>
<tr>
<td>A-</td>
<td>90 - 92.99%</td>
<td>C</td>
<td>73 - 76.99%</td>
</tr>
<tr>
<td>B+</td>
<td>87 - 89.99%</td>
<td>C-</td>
<td>70 - 72.99%</td>
</tr>
<tr>
<td>B</td>
<td>83 - 86.99%</td>
<td>D+</td>
<td>67 - 69.99%</td>
</tr>
<tr>
<td>B-</td>
<td>80 - 82.99%</td>
<td>D</td>
<td>63 - 66.99%</td>
</tr>
</tbody>
</table>

A: Exemplary Performance; A-: Strong Performance; B+: Good Performance; B: Adequate Performance; B-: Adequate Performance, with Some Deficiencies; C+: Weak Performance, with Serious Deficiencies; C: Poor Performance, with Pervasive Deficiencies. (Note: Performance below the “C” level will be addressed on a case-by-case basis.)
VII. Explanation of Graded Components

• Implementation Plan, Report & Supporting Materials: 50% of the Final Grade

The implementation plan that you develop based on your research, analysis and recommendations should follow the outline shown on page 8 of this syllabus. In the appendices of this report, please detail your research design, analysis and findings as well as a section containing samples of tactical elements (e.g., a set of print and/or broadcast advertisements; sample pages from a website; sample social media promotions, sample YouTube videos, etc.).

• Final Presentation: 20% of the Final Grade

Teams will make their final presentation to the client and the instructor. In this presentation, each should communicate the main selling points of your plan to your client (and/or other relevant stakeholders) and the strength of your recommendations. Your team’s presentation will be evaluated on dimensions including clarity, persuasiveness and professionalism.

• Peer Evaluation: 15% of the Final Grade

Each team member is required to provide a performance evaluation of every other team member a total of five times during the semester. This evaluation includes a numeric score and qualitative comments. Peer evaluation forms and due dates will be listed on the project management web-interface (Edusourced). Failure to provide these evaluations will result in a grade penalty.

• On-course Project Progress: 15% of the Final Grade

An effective marketing consulting team works in a disciplined way to structure the project, conduct primary and secondary research, analyze the research, formulate strategy and make strategic and tactical recommendations. This process required consistent work at a high level of competence and efficiency. Pulling it all together at the very last minute doesn’t translate to a strong project. Based on your attendance, participation, regular meetings with the instructor and updates of your progress, the instructor will evaluate each team and each team member on how consistent and on-course your performance was, on the project.

VII. Team Formation

You will have an opportunity to form your own team, of six students, in the first class session. Any student not in a team by the end of that class session will be assigned a team, by the instructor, based on the number of students in each of the teams. It is expected that students in a team have different class and work schedules. However it is extremely crucial for each team to manage meeting times, and effectively delegate work among team members to ensure smooth progress on the project. Student teams can decide to “fire” a team member if that team member does not contribute or is disruptive. That student will have two options – 1) to work on the project as a single member, and 2) to withdraw from the course. Please designate one student for your team as your Project Manager, by the second class session, to be the main point of contact with the professor.
IX. Attendance Policy, Professionalism and Etiquette

To maintain the highest professional standards expected of a senior-level class that offers a capstone experience, the following attendance and classroom policies have been designed for this course -

1. **Attendance is mandatory for all five in-class sessions that we meet as a class, and for the group meetings with me each week. If a student misses an in-class session or a weekly group meeting, they will have to complete an extensive 5-6 page (single spaced) case analysis assignment or incur a penalty of 3 points on the On-course Project Progress component of the grade, which can impact your final grade considerably. Students, who miss the first class session (Wednesday, August 24, 2016) without fulfilling the requirements listed in point # 2 below, will be DROPPED from the class.**

2. **Policy on Missing the First Day of Class.** The first class of this capstone projects course is critical for a number of reasons – the client briefing for the project is scheduled on that day, students form teams during that class session, and the professor sets clear expectations on the class and the project deliverables. If there isn’t a health reason or a personal emergency, you are required to attend this class session. If you miss this class for any reason other than those, you will be DROPPED from class. If you plan to miss the first class session owing to one of those three reasons, send me an email first. **Further, you need to complete all three of the steps outlined below** -

   A. Submit official paperwork. In case of a health concern or a personal emergency, please submit the necessary paperwork.

   B. Please check the Carmen course page to see if you know anyone in the class and request them to include you in their team. Teams are formed during the first day of class. If no team includes you as a team member, I will have to drop you from the class.

   C. Regardless of the reason for absence, I will assign a case that has to be analyzed and the analysis submitted to me before the second class meeting (8/31/16). This will be a 5-6 page single-spaced case analysis of a marketing case and will be graded.

   Please let me know if you intend to complete all three steps, listed above, for me to make an exception. Otherwise, I will drop students who are not in class after the first class session on Wednesday, August 24.

3. For each of the five in-class sessions (please see the course timeline on page 8), **please arrive on time.** If you are going to be over five minutes late, or need to leave early for a specific reason, please get prior permission and present necessary documentation.

4. **Please be professional and courteous in your communication,** with other team members and classmates, with your professor, and with the client (see page 12 for guidelines).

5. **All electronic devices need to be switched off in class.**
X. Academic Integrity

Academic integrity is essential to maintaining an environment that fosters excellence in teaching, research, and other educational and scholarly activities. Thus, The Ohio State University and the Committee on Academic Misconduct (COAM) expect that all students have read and understand the University’s Code of Student Conduct, and that all students will complete all academic and scholarly assignments with fairness and honesty. Students must recognize that failure to follow the rules and guidelines established in the University's Code of Student Conduct and this syllabus may constitute “Academic Misconduct.”

The Ohio State University’s Code of Student Conduct (Section 3335-23-04) defines academic misconduct as: “Any activity that tends to compromise the academic integrity of the University, or subvert the educational process.” Examples of academic misconduct include (but are not limited to) plagiarism, collusion (unauthorized collaboration), copying the work of another student, and possession of unauthorized materials during an examination. Ignorance of the University’s Code of Student Conduct is never considered an “excuse” for academic misconduct, so I recommend that you review the Code of Student Conduct and, specifically, the sections dealing with academic misconduct.

If I suspect that a student has committed academic misconduct in this course, I am obligated by University Rules to report my suspicions to the Committee on Academic Misconduct. If COAM determines that you have violated the University’s Code of Student Conduct (i.e., committed academic misconduct), the sanctions for the misconduct could include a failing grade in this course and suspension or dismissal from the University.

If you have any questions about the above policy or what constitutes academic misconduct in this course, please contact me.

Other sources of information on academic misconduct (integrity) to which you can refer include:
The Committee on Academic Misconduct web pages (COAM Home)
Ten Suggestions for Preserving Academic Integrity (Ten Suggestions)
Eight Cardinal Rules of Academic Integrity (www.northwestern.edu/uacc/8cards.html)

XI. Disability Statement

Any student who feels s/he may need an accommodation based on the impact of a disability should contact the instructor privately to discuss their specific needs. Please contact the Student Life Disability Services (SLDS) Office at 614-292-3307 in room 098 Baker Hall (113 W 12th Ave); they coordinate reasonable accommodations for students with documented disabilities.
XII. Course Flowchart

- Introduction & Client Briefing:
  Class 1: 8/24/16
  - Course overview, objectives and expectations
  - Team formation
  - Client presents the Project Brief, Q&A
  - Meet your client—this is the opportunity to ask questions about the company, clarify the problem, etc.

- Project Training:
  Class 2: 8/31/16
  - Identify group resources and skills
  - Basic Marketing concepts
  - Project Management coaching

- Primary and Secondary Research
  Weeks 1-6
  - Create and implement research plan.
  - Gather competitive intelligence, integrate secondary and primary research; analyze results; derive implications.

- Strategy Formulation
  Weeks 7-8
  - Formulate strategy and tactics for the project.
  - Apply frameworks and tools learned in various marketing courses, to the project at hand.

- Mid-Term Project Coaching
  Class 3: 10/5/16
  - Class sessions with Professor’s project coaching at midpoint; Q&A with students

- Develop Project Materials
  Weeks 11-12
  - Create and develop materials for the project.
  - Depending on the nature of your project, these materials may include execution plans, videos, ads, designs, flow charts, branding signage, and all other relevant marketing materials.

- Project Report Prep;
  Prep Presentation
  Weeks 12-14
  - Complete the Project Report.
  - Assemble the final Implementation Plan and Presentation, including all appendices and supporting materials.

- Final Project Coaching
  Class 4: 11/30/16
  - Class sessions with Professor’s final project coaching; Final Q&A with students

- Final Report and Presentations:
  Class 5: 12/7/16
  - Formal presentation to client and instructor.
  - Client, course instructor and others are present to evaluate presentation and implementation plan.
XIII. Course Timeline: Full Class Sessions

<table>
<thead>
<tr>
<th>Session / Day / Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Class Session # 1</strong></td>
<td>1. Course Overview, Rules, Expectations</td>
</tr>
<tr>
<td>Wednesday, 8/24/16</td>
<td>2. Student Team Formation</td>
</tr>
<tr>
<td></td>
<td>3. Client Briefing</td>
</tr>
<tr>
<td><strong>Class Session # 2</strong></td>
<td>1. Project Management Coaching</td>
</tr>
<tr>
<td>Wednesday, 8/31/16</td>
<td>2. Project Management System</td>
</tr>
<tr>
<td><strong>Class Session # 3</strong></td>
<td>Mid-Term Project Coaching</td>
</tr>
<tr>
<td>Wednesday, 10/5/16</td>
<td></td>
</tr>
<tr>
<td><strong>Class Session # 4</strong></td>
<td>Final Project Coaching</td>
</tr>
<tr>
<td>Wednesday, 11/30/16</td>
<td></td>
</tr>
<tr>
<td><strong>Class Session # 5</strong></td>
<td>Final Presentations</td>
</tr>
<tr>
<td>Wednesday, 12/7/16</td>
<td></td>
</tr>
</tbody>
</table>

XII. Course Timeline: Group Meetings

<table>
<thead>
<tr>
<th>Day and Date</th>
<th>Group Meeting with Professor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, 9/7/16</td>
<td>Group Meeting # 1</td>
</tr>
<tr>
<td>Wednesday, 9/14/16</td>
<td>Group Meeting # 2</td>
</tr>
<tr>
<td>Wednesday, 9/21/16</td>
<td>Group Meeting # 3</td>
</tr>
<tr>
<td>Wednesday, 9/28/16</td>
<td>Group Meeting # 4</td>
</tr>
<tr>
<td>Wednesday, 10/12/16</td>
<td>No Group Meeting or Class Session</td>
</tr>
<tr>
<td>Wednesday, 10/19/16</td>
<td>Visit Client Offices: Details Announced in Class on 10/5/16</td>
</tr>
<tr>
<td>Wednesday, 10/26/16</td>
<td>Group Meeting # 5</td>
</tr>
<tr>
<td>Wednesday, 11/2/16</td>
<td>Group Meeting # 6</td>
</tr>
<tr>
<td>Wednesday, 11/9/16</td>
<td>Group Meeting # 7</td>
</tr>
<tr>
<td>Wednesday, 11/16/16</td>
<td>Group Meeting # 8</td>
</tr>
<tr>
<td>Wednesday, 11/23/16</td>
<td>Thanksgiving Break</td>
</tr>
</tbody>
</table>
XIV. Outline for Implementation Plan and Report

1. Executive Summary

2. Situation Analysis
   A. Project Brief (see page 9 of this syllabus document)
   B. Current Context
   C. Historical Context
   D. Industry Analysis
   E. Market Analysis
   F. Competitor Analysis

3. Objectives
   A. Quantitative Benchmarks
   B. Measurement Methods
   C. Criteria for Success
   D. Time Frame

4. Budgeting
   A. Methods
   B. Amount; Allocations
   C. Justification

5. Strategy
   A. Clear and concise articulation of how the plan will achieve its objectives

6. Execution
   A. Clear and concise articulation of tactics (what, when, where and how)

7. Evaluation
   A. Criteria
   B. Methods
   C. Consequences and Contingencies

8. Appendices
   A. Bibliography
   B. Research Results (primary and secondary)
   C. Creative Brief
   D. Sample Tactical Elements
   E. Other Supporting Materials
XV. Project Brief Template

**PART 1: Introduction**

1. **THE ASSIGNMENT**
   A brief preamble to the document sets up the context in which this brief is being written. Should include the objectives for the assignment, as well as metrics for evaluation.

2. **BRAND’S VALUE PROPOSITION**

3. **WHAT IS THE BRAND PERSONALITY and VOICE?** How does the brand express itself?

**PART 2 (Competitive and Business Context)**

6. **WHERE DOES THE BRAND FIND ITSELF TODAY?**
   Provide a brief snapshot of the brand’s health, performance and competitive situation and detail the key issues that surround the brand and pertain to the task at hand.

7. **WHY ARE WE SPENDING MONEY on THIS BRAND?**
   What overall business problem/opportunity, or strategic goal, are we trying to address? (How does this link to particular objectives and tactics?)

8. **WHAT DO OTHERS TYPICALLY DO?**
   - **STRATEGIC CATEGORY CONVENTIONS** What are they?
   - **CREATIVE CATEGORY CONVENTIONS** What are they?
   - **MEDIA CATEGORY CONVENTIONS** What are they?

9. **KEY TAKEAWAYS**

   **For each target:**
   **WHAT IS THE ONE THING THAT MUST BE ACCOMPLISHED IN EACH TACTIC OF THE CAMPAIGN? IF ALL ELSE FAILS, THIS IS THE HEADLINE ‘TAKE-AWAY.’**

   What is the single most important event or outcome that must be obtained in order to meet our objectives, deliver against the consumers’ motivation, and strengthen the brand strategy?

**PART 3 (‘Nuts and Bolts’)**

10. **MANDATORIES** (What are they?)

11. **TIMELINE** (What is it?)

12. **BUDGET** (What is it?)
XVI. Guidelines for Client / Team Interactions and Overall Professionalism

To help set expectations about interaction between clients and students, here are some guidelines:

• **This is a competition as well as an action-based educational experience for the students.** Information or insight from the client will be provided based on each team’s requests (and availability on the part of the client). Each team is responsible for gathering what they deem is necessary or relevant. There is no requirement that what is provided to, or shared with, one team must be given to the other.

• **Every attempt should be made to avoid cross-talk or sharing about what one or another team is doing.** Unless otherwise specified by the course instructor, there should be an ‘impermeable wall’ among teams from the client’s perspective and from each team’s perspective.

• **Clients are busy, working people.** Each client should identify a primary contact person within their organization, who should be the ‘go-to’ person when teams have questions or need direction. Teams’ interaction with the client should be limited if possible, and only on an as-needed basis.

• **Each member of each team MUST sign a non-disclosure agreement with their client before commencing with the first client meeting.** (A sample non-disclosure agreement is attached on page 13 of this syllabus document.)

• **The course professor is available as a resource to clients as well as teams during this process.** If clients or teams have questions or concerns, please contact the instructor immediately.

• **Teams are acting as consultants, but clients should reserve judgment on team actions or performance until the end of the semester, when each team will make a presentation and turn in their Implementation Plan as well as supporting materials. Clients must arrange to be present for their teams’ presentations; and students must attend ALL presentations, not just their own.**
XVII. Sample Non-Disclosure Agreement

Please Note that this is only a sample and that the actual form will be provided by the client that you are assigned to.

This is an Agreement between [ORGANIZATION] (“Organization name”) and Second Party [STUDENT] (“Student name”). [ORGANIZATION] may be disclosing to Second Party confidential and proprietary information of a technical or commercial nature for certain technical, business, or other purposes, and would not make such disclosures without Second Party's agreement to maintain confidential treatment of such information in accordance with the terms hereof. Therefore, the parties agree as follows on and as of this [ ] day of January 2011:

1. Information. “Information” shall consist of any written, audible, visual, or oral information or physical items disclosed by a party of the nature described on page 2 of this Agreement during the disclosure period specified on that page (“Disclosure Period”) that is either (i) marked with a restrictive legend, or (ii) in the case of Information disclosed orally, is identified as confidential or proprietary at or prior to disclosure. “Information” shall also include the fact that the parties provided information to each other and engaged in discussions.

2. No Disclosure. Second Party will not disclose to any third party any Information, without the prior written consent of [ORGANIZATION] and then only to the extent specified in such consent. Second Party shall limit access to the Information of the other to those employees, consultants, and independent contractors who have entered into appropriate confidentiality agreements and shall ensure compliance with the terms of such agreements. Second Party may also disclose Information to employees of its parent company or entity (if any) and to its legal and financial advisors who are under a professional obligation to maintain such Information in confidence, in each case on a need-to-know basis. Information may be copied and disseminated within the receiving party’s own organization only to the extent reasonably required for the purposes hereof.

3. Exceptions. The restrictions on disclosure of Information described in Paragraph 2 do not extend to any item of information which (i) is or becomes publicly known without breach of this Agreement, (ii) is lawfully received by Second Party from a third party not bound in a confidential relationship to the disclosing party, (iii) is published or otherwise made known to the public by Second Party, or (iv) was generated independently by Second Party. Second Party may disclose Information to the extent required by law provided that Second Party must give [ORGANIZATION] prompt notice and shall comply with any valid protective order.
4. **Additional Disclosure.** Except as provided in this Paragraph 4, only the Information described above may be disclosed under this Agreement through the parties’ designated representatives named below. Any time one of the parties wishes to disclose additional Information, the party must first deliver a Supplement which will contain a non-confidential description of the additional Information to be disclosed as well as any additional terms and conditions for that Information. Any party may elect not to receive any additional Information described in a Supplement, but a party shall be deemed to have agreed to be bound by this Agreement and the Supplement by voluntarily participating in the disclosure. The only time both parties are required to sign a Supplement is when it contains additional terms and conditions. If there is a conflict between the provisions of the Agreement and a Supplement, those of the Supplement shall prevail, with all other provisions of the Agreement remaining in full force and effect.

5. **Competitive Products. No License.** The parties agree that nothing contained in this Agreement or any discussion between the parties, including without limitation any disclosure of Information hereunder, will impair the rights of either party to make, procure and market products or services, now or in the future, which may be competitive with those offered by the other party. Neither this Agreement nor any disclosure of Information grants the receiving party any license under any patents or copyrights, and as between the parties hereto, all information will remain the exclusive property of the disclosing party or its licensors.

6. **Irreparable Harm.** A violation of this Agreement by either party would cause irreparable harm to the other party for which no adequate remedy at law exists; and each party therefore agrees that, in addition to any other remedies available, the aggrieved party shall be entitled to injunctive relief to enforce the terms of this Agreement. The prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney’s fees incurred because of any legal action arising in relation to this Agreement.

7. **Return of Information.** Unless otherwise agreed, upon written request by [ORGANIZATION], Second Party will promptly return any written Information and all physical media on which Information was received, with a letter confirming that the Information has in no way been reproduced or copied or that all copies have been destroyed.

8. **Term.** The obligations of this Agreement shall apply to Information for a period of five (5) years following the last day of the applicable Disclosure Period.
9. **General.** This Agreement shall be binding on both parties and their respective successors and assigns and shall be governed by the laws of The State of Ohio, excluding its conflicts of law rules.

Neither party may assign its rights or delegate its duties or obligations under this Agreement without the other’s prior written consent.

Either party may terminate this Agreement by providing written notice to the other provided that all existing rights and obligations pertaining to Information disclosed prior to termination shall survive and shall apply to either party’s successors and assigns.

This Agreement supercedes all other prior agreements, oral or written, and all other communications between the parties relating to its subject matter.

**This Section Must be Completed**

**Non-Confidential Description of Information to be Disclosed:**

By [ORGANIZATION]: Various written and oral disclosures relating to strategic business and implementation plans.

By Second Party: N/A.

**Disclosure Period:** ___/___/___ to ___/___/___

(may not exceed one year)

[ORGANIZATION]  SECOND PARTY

By: __________________________  By: __________________________
Signed: ______________________  Signed: ______________________
Title: _________________________  Title: _________________________