Contract Agreement Between

Zogby Analytics And

DDM Consulting

22357 Columbia Street

Dearborn, Michigan 48124

3132775095

3132775095

**Email**: pvs6@cornell.edu

Contract # 2022-0121

**Statement of Work**

I (We) hereby retain Zogby Analytics to conduct the following services:

An 8 question online/e-mail nationwide survey of 1,000 likely voters, not including demographics-age, region, income, gender, ethnicity, education, party, etc. The margin of sampling error for the corresponding sample is +/-3.2%.

**Terms and Schedule**

We are prepared to meet your schedule. Upon a memo from you with the questions and/or ideas you wish to test, we will submit a draft for your review. We can go back and forth until your final approval. We need a total of approximately 5 business days to complete the entire project -- field work, statistical data crunching, and our report.

**Costs, Terms and Conditions**

I (We) agree to pay for these services to ZOGBY ANALYTICS the amount of **$3,500** to be paid in accordance with the following terms and conditions:

Term 1) Payment of **$3,500** is due upon completion of this project, net 30.

**Results and Deliverables**

 • **Frequencies and cross-tabulation tables**

* A raw data set where all subgroups can be analyzed.

**Collections**

If third party collection of the billed amount is required, the client agrees to pay ZOGBY ANALYTICS all costs and disbursements, including attorney's fees for collection.

**Indemnification**

Each party (“indemnifying party”) hereby agrees to indemnify and hold harmless the other party and its employees, officers, agents, contractors and affiliates (“indemnified parties”) from any and all liability, loss, or damage suffered by the indemnified parties as a result of any and all claims made by third parties arising from (i) infringement, misappropriation, violations of privacy laws, or failure to get appropriate consents due to materials, content or information supplied by the indemnifying party.

**Disclaimer**

I (We) understand that the payment of services to ZOGBY ANALYTICS is not contingent upon approval or agreement with the project results. Under no circumstances can the results be altered or changed without the approval of ZOGBY ANALYTICS. I (We) understand that I (We) will have exclusive rights to the contracted work once all amounts owing are paid in full. The information obtained as a result of this work remains confidential between the client and ZOGBY ANALYTICS unless or until they are made public by the client.

**Notification**

This agreement shall be governed by the laws of the State of New York, USA. Both parties may terminate this agreement in writing within five (5) working days notice. All obligations up to and including the date of termination shall be met by both parties. Any costs incurred by Zogby Analytics before the termination of this contract shall be the responsibility of the client so signed below and paid within the same terms as specified by this contact.

**Confidentiality**

All of our clients are assured the highest degree of confidentiality. The information obtained as a result of this work remains confidential between Zogby Analytics and the client unless or until they are made public by the client.

**Counterparts**

This contract may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement.

**Authorized Client Signature and Date**

|  |  |
| --- | --- |
| (Authorized Signature) | (Date) |
| (Print Authorized Name) | (Title) |

**Authorized Zogby Analytics Signature and Date**

|  |  |
| --- | --- |
| (Authorized Signature) |  September 8, 2022(Date) |
| Jonathan Zogby(Print Authorized Name) | CEO(Title) |