

**AGREEMENT**  
**Between**  
**OHIO BUREAU OF WORKERS' COMPENSATION**  
**And**  
**Deloitte Consulting LLP**

This is an Agreement by and between Deloitte Consulting LLP, (hereinafter referred to as the "**Vendor**"), having offices at 33<sup>rd</sup> Floor, 185 Asylum Street, Hartford, CT 06103-3402, and the State of Ohio, Bureau of Workers' Compensation (hereinafter referred to as the "**Bureau**"), having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256, entered into the day, month and year set out below.

**Whereas**, the Bureau issued a Request for Proposals ("**RFP**") # B09003 for Actuarial Consulting Services and the Vendor submitted the best responsive and responsible proposal dated April 16, 2009 (the "**Vendor's Proposal**");

**Now, therefore**, the parties hereto mutually agree to perform the contract in accordance with the Request for Proposals and the Vendor's Proposal, which are hereby incorporated by reference as if fully rewritten herein. Furthermore the parties agree that if there is any conflict between this Agreement, the Request for Proposals and the Vendor's Proposal, the order of controlling precedence shall first be the language contained in this Agreement, then the Request for Proposals, and then the Vendor's Proposal.

**CONDITIONS PRECEDENT.** The parties agree that as a condition precedent, any applicable approvals of the Office of Budget and Management must be given before obligations under this Agreement begin.

**FEES.** The parties agree that the Bureau shall pay monthly invoices based on the vendor's fee, as described in the Vendor's Proposal, not to exceed four million five hundred forty seven thousand sixty seven dollars (\$4,547,067) for the period beginning July 24, 2009 and ending December 31, 2011.

**TERM.** The parties agree that all services promised to be performed pursuant to this Agreement shall commence on July 24, 2009, contingent upon compliance with any and all conditions precedent as provided for herein, and shall be completed no later than December 31, 2011. The Agreement can be renewed at the sole discretion of the Bureau for two (2) one year renewal periods commencing on January 1, 2012 and thereafter January 1, 2013, subject to all applicable conditions precedent.

**COMMERCIAL AND PROFESSIONAL LIABILITY INSURANCE.** Vendor shall carry commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for any one occurrence and professional liability insurance with limits of not less than one million dollars (\$1,000,000) per claim. Failure to maintain coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such breach shall render the contract voidable in its entirety at the Bureau's sole discretion. Vendor will furnish a certificate of insurance for the required coverage from an insurance carrier authorized to do business in Ohio. The certificate must be in a form that is reasonably satisfactory to the Bureau as to the contents of the policies and the quality of the insurance carriers. Vendor will endeavor to provide thirty days' prior written notice to the Bureau in the event of any cancellation of the required insurance. In addition, the certificate also must list the Bureau as an additional insured on the commercial general liability coverage.

**INTELLECTUAL PROPERTY & CONFIDENTIALITY.** Except with respect to the Algorithmic Solution Deliverables (defined below in the section entitled ALGORITHMIC SOLUTION DELIVERABLES) all materials, surveys, analysis and reports developed and required to be delivered as a deliverable under the contract shall become the property of the Bureau. The Bureau shall have an unrestricted right to reproduce, distribute, modify, maintain and use such reports, and the Vendor shall not obtain copyright, patent or other proprietary protection for these items. The Vendor relinquishes any and all copyrights, privileges and proprietary rights to these items. The Vendor shall not include in the materials, surveys,

analysis and reports any copyrighted matter, unless the copyright owner gives prior written approval to such copyrighted matter provided herein.

The Vendor promises not to copy, disclose, publish, or communicate the Bureau's confidential information. The Vendor promises to use confidential Bureau information only for the purpose of performing work under the Agreement resulting from this RFP and to maintain the confidentiality of Bureau information in the same manner as the Vendor maintains the confidentiality of its own confidential information.

#### **ALGORITHMIC SOLUTION DELIVERABLES.**

a. Vendor hereby grants the Bureau a royalty-free, fully paid-up, non exclusive license to use, for the Bureau's internal business purposes, the works of authorship, materials, information, algorithms and other intellectual property delivered to the Bureau as a deliverable pursuant to the following sections of the RFP: Section 5.2.2 B, Section 5.2.2 U, and Section 5.3.2(3) C (collectively, the "**Algorithmic Solution Deliverables**"). To the extent any Algorithmic Solution Deliverable being licensed to the Bureau hereunder is a product (to the extent it constitutes merchandise within the meaning of section 471 of the Internal Revenue Code), such license is provided by Vendor as agent for Deloitte Consulting Product Services LLC on the terms and conditions herein. The license grant in this section does not apply to any software, documentation or products that are subject to a separate license agreement between the Bureau and a third party, including, without limitation, Deloitte Consulting Products Services LLC.

b. The Bureau agrees that all Algorithmic Solution Deliverables, all services relating to the Algorithmic Solution Deliverables and all information relating to the use and/or function of the Algorithmic Solution Deliverables that, in each case, are disclosed or made available to the Bureau in connection with this Agreement (collectively, the "**Vendor Confidential Information**"), are the confidential and proprietary property of Vendor and that, as between Vendor and the Bureau, Vendor is and shall remain the sole and exclusive owner of all right, title and interest in and to the Vendor Confidential Information, including all copyrights, patents and other intellectual property rights therein. The Bureau therefore agrees that: (i) it shall maintain the Vendor Confidential Information in trust and confidence, using at least the same degree of care as it employs in protecting from disclosure and unauthorized use its own trade secret, proprietary and confidential information, but always at least a reasonable degree of care; (ii) it shall limit access to the Vendor Confidential Information solely to those employees of the Bureau who have a direct and immediate need of such access, and agree to comply with all confidentiality and use provisions hereof, and (iii) it shall not disclose the Vendor Confidential Information, or any portion thereof to any third parties.

c. The Bureau agrees that all Vendor Confidential Information shall be solely for the Bureau's informational purposes and internal use, and is not intended to be and should not be used by any person or entity other than the Bureau. Except as otherwise specifically provided in the RFP or the Vendor's Proposal, the Bureau further agrees that such Vendor Confidential Information shall not be circulated, quoted, disclosed, or distributed to, nor shall reference to such Vendor Confidential Information be made to, any person or entity other than the Bureau. The Bureau further agrees that (i) the Bureau shall not, and shall not permit any third party to, copy, modify or translate the Algorithmic Solution Deliverables, except that the Bureau may make a **OHIO ELECTIONS LAW**: Contractor hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

**In witness**, the parties hereunto affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Deloitte Consulting LLP  
TAX ID # 06 145 4513  
BWC Risk (Policy) # 200151

Jan A. Lommele  
Signature

Jan A. Lommele  
Name (printed or typed)

Principal  
Title

7/20/09  
Date

STATE OF OHIO, BUREAU OF  
WORKERS' COMPENSATION

Marsha P. Ryan  
Marsha P. Ryan  
Administrator

7/22/09  
Date

Deloitte 2009.docx  
Actuarial  
July 20, 2009