

**Emsi Burning Glass Representative: Chris Laney** 

# **Consulting and SkillScape Agreement**

This Consulting and SkillScape Agreement (the "Agreement") is between CareerSource Central Florida of Orlando, Florida ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Emsi Burning Glass").

# I. Initial Consulting Scope of Work

Emsi Burning Glass will provide Licensee with a Regional Skills Analysis (Full Report) encompassing the below-listed regions, as well as Executive Summaries and Infographics for each respective region. The regions being used for this Agreement are as follows:

- Orange County, FL
- Osceola County, FL
- Seminole County, FL
- Lake/Sumter County, FL (note: Sumter is not included in Orlando-Kissimmee-Sanford MSA, and therefore will be modeled using labor market information)

Each Executive Summary analysis will be a 3-5-page report in PDF format. Emsi Burning Glass will also provide Licensee with a fully designed, in-depth analysis of all key findings for the regions as well as a full state-level benchmark analysis report.

Emsi Burning Glass' regional skills analysis will provide a shared understanding of where workforce gaps and opportunities exist within the identified regions and how to address and leverage them. The skills-based analysis will demonstrate employer demand and workforce supply data. The analysis will also provide leaders with a clear sense of career pathways, including upskilling and reskilling opportunities.

The results of the analyses will be integrated into Licensee's instance of the SkillScape tool.

# **II.SkillScape Services**

#### **Term**

Emsi Burning Glass will provide Licensee with access to SkillScape (also referred to as a "Web App") beginning within two (2) weeks of agreement signature and ending one (1) year thereafter.

#### **Users**

Emsi Burning Glass will provide Licensee with access to SkillScape for up to 6 authorized user(s). Authorized users must be employees of Licensee. Emsi Burning Glass will issue each authorized user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee's authorized user list and coordinate training. For clarity, Licensee may not make the SkillScape interface available to anyone besides Licensee's authorized users.

#### **Licensed Dataset**

Licensee will be provided access to the data described in Section II ("Licensed Dataset") via SkillScape; the Licensed Dataset will be sortable by the following metrics:

- Geography
  - Each of the above-listed regions in Section I
  - Florida statewide benchmarks
  - National benchmarks
- Regional Landscape
- Pathways for Opportunities
- Regional Skills
- All Careers

- Demographic Filters (Gender (Female, Male), Race/Ethnicity (Black, Latinx, Asian))
  - As part of this study, Emsi Burning Glass will create a modeled crosswalk of industries/occupations and skills to break down ages with specific industries and the related skills to these industries. The findings will be included in the final report.
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### **Additional Services Provided**

- SkillScape user training, provided over two group training sessions, showing how to use the platform to derive key findings
- Technical support via telephone or e-mail

### III. Fee

The fee for services described in this agreement is \$50,000.00, invoiced upon contract signature. Invoices are due 30 days from receipt. Sales tax (including, as applicable, VAT, GST, HST, PST, etc.) will be added for non-tax-exempt institutions when applicable.

### IV. Timeline

Assuming timely contract execution and communication from Licensee, Emsi Burning Glass will adhere to the following timeline:

- Draft Data for Orange County Infographic to be delivered by June 10th, 2022
- Orange County Infographic to be delivered by June 24th, 2022
- o Draft Data for Infographics to be delivered by August 5th, 2022 (Review Period)
- o Full Draft Report to be delivered by August 12th, 2022 (Review Period)
- o Full analysis, report, and infographics to be delivered by August 31st, 2022 (5 months)

## V. Terms of Service

- a. <u>License</u>. Licensee is granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") via the Web App(s) subject to the following limitations:
  - 1. Licensee will allow access to the Web App(s) only to individuals who have been assigned login credentials by Emsi Burning Glass (each, an "Authorized User").
  - 2. Licensee and Authorized Users may (i) download elements of the Licensed Dataset using the download tools in the Web App(s) for Licensee's internal use, and (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee's business either for Licensee or for a third party provided that Emsi Burning Glass is cited as the source of the data. The citation shall be substantially in the form described in the Knowledge Base article, "How Do I Cite Emsi Burning Glass Data?" For clarity, Licensee may not distribute any elements of the Licensed Dataset to a third party on an ondemand or standalone basis i.e., separate from Licensee's material contributions of data and/or effort in providing its own services to the third party.
  - 3. Licensee may not distribute any part of the Licensed Dataset to a third party in any manner that allows it to be further manipulated for that third party's independent use.
  - 4. Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Emsi Burning Glass content from the Web App(s) or the Licensed Dataset, or otherwise access the Web App(s) or the Licensed Dataset by any automated means or process, except as expressly permitted by Emsi Burning Glass. If Licensee's subscription includes access to a bulk data downloader, Licensee may only use the data downloader to run custom reports directly from the Web App(s). Licensee may not use the data downloader to create a dataset or datasets used by any other application such as, e.g., an internal data dashboard.
  - 5. Neither Licensee nor Authorized Users will attempt to replicate the Web App(s) or the Licensed Dataset in design, content, or functionality.

- 6. If the Web App(s) or the Licensed Dataset include access to individual profiles or personally identifiable information ("PII"), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
- 7. Any profile data or PII included in the Licensed Dataset is to be used for research purposes only. Licensee may not use the Licensed Dataset to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.

### b. Disclaimers

The services provided hereunder (hereafter, the "Subscription Services") are provided "as is," without warranty for a particular purpose or project. Emsi Burning Glass is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on the Subscription Services and the outcomes of those decisions, including any economic loss.

The reports and forecasts in the Subscription Services are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Emsi Burning Glass uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in the Subscription Services may differ significantly from actual circumstances or outcomes. In addition, Emsi Burning Glass cannot make any representation of the completeness of data aggregated from any source.

The Subscription Services use global professional profiles built with data posted online by individuals about themselves. Such data comes from sources such as professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

Emsi Burning Glass updates and upgrades products and services periodically. Except as expressly stated otherwise herein, Emsi Burning Glass is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee.

# VI. Limitation of Liability

EMSI BURNING GLASS'S LIABILITY FOR DAMAGES TO LICENSEE SHALL NOT EXCEED THE AMOUNT LICENSEE PAID TO EMSI BURNING GLASS FOR THE PRODUCT OR SERVICE IN QUESTION.

# VII. Licensee Contact Information (to be completed by Licensee before contract signature)

	Invoice Contact	Admin User
Name:	Carol Sierra	Nilda Blanco
Title:	Senior Accounting Specialist	Vice President of Service Delivery
Email:	CSierra@careersourcecf.com	NBlanco@careersourcecf.com

# VIII. Compliance with Laws

Emsi Burning Glass warrants that its performance under this Agreement complies with all applicable laws. If at any time during the term of this Agreement it becomes unlawful for Emsi Burning Glass to continue performance, Emsi Burning Glass may immediately terminate its performance under this Agreement without penalty. If Emsi Burning Glass terminates under this section, Emsi Burning Glass will refund the unused portion of any prepaid fees.

# IX. Complete Agreement

This is the complete agreement between the parties. Any amendments to this Agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties. Terms included in a purchase order issued by Licensee with respect to this Agreement do not apply unless the purchase order is signed by an authorized representative of Emsi Burning Glass.

For Emsi Burning Glass:

04/20/2022 Date

Authorized Signature
Nathan Gurnsey

Printed Name

Economic Modeling, LLC 232 N. Almon Street Moscow, ID 83843 For Licensee:

Authorized Signature

Pamela Nabors - President/CEO

04/18/2022

Date

Printed Name

CareerSource Central Florida 390 N. Orange Avenue Suite 700 Orlando, Florida 32801