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Caitlin D. Davis
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
Department of Education
25 Hall Street
Concord, NH 03301
TEL. (603) 271-3495

September 10, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education to enter into a **sole source** contract with TPR Education, LLC d/b/a The Princeton Review (“TPR”) (VC #384099) of New York, NY in an amount not to exceed \$250,000 to provide access to all eligible New Hampshire students, to the Tutor.com™ SaaS based learning system effective upon Governor and Council approval through March 31,2026. 100% Federal Funds.

Funds are available in the following accounts for FY 2026 as follows:

06-56-56-562010-25180000 Title IV-A 21st Century Student

Fiscal Year	Class/Account	Class Title	Amount
2026	102-500731	Contracts for Program Services	\$208,000

06-56-56-562010-25160000 Title III – English Learner

Fiscal Year	Class/Account	Class Title	Amount
2026	102-500731	Contracts for Program Services	\$14,000

06-56-56-562010-25120000 Title I-C Migrant Education

Fiscal Year	Class/Account	Class Title	Amount
2026	102-500731	Contracts for Program Services	\$14,000

06-56-56-562010-40370000 Adult Education - Federal

Fiscal Year	Class/Account	Class Title	Amount
2026	102-500731	Contracts for Program Services	\$14,000
Total			\$250,000

Her Excellency, Governor Kelly A. Ayotte
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EXPLANATION

This contract is **sole source** to preserve continuity in services. Since 2022, TPR has provided unlimited access to all eligible New Hampshire students to TPR's on-line learning and tutoring platform called Tutor.com. Tutor.com currently includes: a student facing on-demand tutoring service, Asynchronous and Synchronous Writing Review service; SAT/ACT Essentials Course and Test Prep; online resources through Skills Center Resources Library; and Armed Services Vocational Aptitude Battery (ASVAB) practice quizzes. 323 schools in New Hampshire have successfully adopted Tutor.com with the top tutoring sessions being the in the subjects of math, English Language Arts, and science.

In 2022, NHED issued a request for proposals (RFP) for online tutoring services to address the learning needs of students during the covid-19 pandemic utilizing federal relief funds. Tutor.com was selected through this competitive process. Tutor.com has a rigorous background check on their 4,000+ tutors and have custom Data Privacy Agreements with each local education agency to ensure they meet the state's strict requirements around student data privacy and protection.

The purpose of this contract is to provide online tutoring support in core subjects to increase the academic performance of students with individualized high-leverage academic tutoring across all content areas, in a variety of languages to support students 24 hours a day, 7 days a week.

NHED has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Respectfully submitted,



Caitlin D. Davis
Commissioner of Education

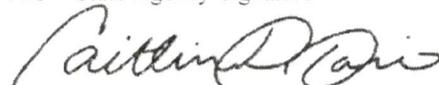
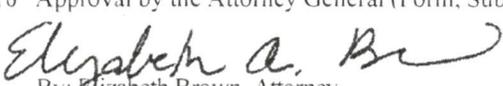
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name TPR Education LLC		1.4 Contractor Address 110 E 42 nd Street, 7 th Floor, New York, NY 10017	
1.5 Contractor Phone Number 347-362-7865	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date March 31, 2026	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Melissa White, Director of Leaner Support		1.10 State Agency Telephone Number 603-271-3855	
1.11 Contractor Signature  Date: 09 / 11 / 2025		1.12 Name and Title of Contractor Signatory Robert Batten, Chief Executive Officer	
1.13 State Agency Signature  Date: 09/16/25		1.14 Name and Title of State Agency Signatory Caitlin D. Davis, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: Elizabeth Brown, Attorney On: 09/16/25			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

R.B.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default");

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

- 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

- 12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
- 12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
- 12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

R.B.

Contractor Initials _____

09 / 11 / 2025 _____

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Requests for Changes to General P37 Provisions by Vendor:

Section 8.1.1: Delete “satisfactorily” and replace it with “in accordance with the specifications of this agreement, the RFP and the Contractor’s proposal.”

Add Section 25 (Intellectual Property): “State recognizes and agrees that all trade-marks, inventions (whether patentable or not), patent applications, patents, industrial designs, works protected by copyright, trade secrets, know-how or other intellectual property in or related to the Services, (the “Intellectual Property”) are, as between the parties, the exclusive property of Contractor. Upon the request of Contractor, State shall provide any reasonable documentation required to confirm Contractor’s ownership in the Intellectual Property. All rights, titles and interests that are not specifically addressed in this Agreement are expressly reserved by the Contractor.”

EXHIBIT B

Scope of Services

TPR Education, LLC d/b/a The Princeton Review ("TPR") will provide access to all eligible New Hampshire students, through the New Hampshire Department of Education ("NHED"), the Tutor.com SaaS based learning system, from October 1, 2025 through March 31, 2026. TPR has agreed to provide its Tutor.com Services and maintain access to the platform for students of the State of New Hampshire throughout the approval of this agreement in October 2025 by Governor and Council, in order to ensure continuity of service and uninterrupted availability of the platform for participating students.

1. **Access to TPR's Tutor.com Platform New Hampshire Eligible Enrolled Students**
 - a. TPR agrees to provide access to all eligible New Hampshire students (as defined by paragraph 1(c) contained herein) with unlimited access to TPR's on-line learning and tutoring platform (Tutor.com) designed for K-12 Students. Tutor.com currently includes: a student facing on-demand tutoring service (Tutor.com), Asynchronous and Synchronous Writing Review service: SAT/ACT Essentials Course and Test Prep; online resources through SkillsCenter Resources Library, ASVAB practice quizzes, Diagnostic Quizzes and Academic Videos (herein collectively defined as the ("Tutor.com Platform"). Also, available to New Hampshire Students as a separate service will be AP Strategy Sessions for math, English, science and social studies. TPR agrees to provide all eligible New Hampshire students access to the Tutor.com platform as it exists on the effective date of the agreement and including any enhancement to the Tutor.com tutoring service during the term of the agreement. (referred to herein as the "TPR Platform").
 - b. Tutoring will be available to any New Hampshire resident student who would be eligible to be enrolled in at least 4th grade at a Local Education Agency (LEA) or enrolled in a New Hampshire Adult Education Program (hereinafter referred to as "NHED Eligible Students"). This is inclusive of students enrolled in an approved education program in New Hampshire, including public school (traditional or

charter), non-public school, home education program or Education Freedom Account program.

- c. TPR agrees to provide NH Students 24/7 access to the Tutor.com services. Tutoring will be performed by qualified subject matter experts and aligned to New Hampshire academic standards. TPR will use commercially reasonable efforts to make real-time and responsive online resources available 24 hours a day, 7 days per week, subject to reasonable downtime for maintenance and related activities. Some subjects may be available for more limited hours.
- d. Services provided through the Tutor.com platform shall include, but not limited to, the following functionalities:
 - i. Online classroom that allows students to real time interaction with tutors, either by text-based chat or live-voice 24/7;
 - ii. Prompt and real-time access to tutors with minimized wait times for access to available tutors and the ability to advance schedule selected tutors for assistance;
 - iii. Easy to navigate user interface;
 - iv. Accessible through both web-based and mobile devices adaptable to compatibility mode and assistive technology;
 - v. Comprehensive content subjects appropriate for grades K-12;
 - vi. Diagnostic quizzes through an Online Classroom that enable students to test themselves and determine where prerequisite knowledge is lacking;
 - vii. Personal interaction with students using a Socratic method designed to drive student engagement;
 - viii. On-line classroom with two-way interactive whiteboard, file sharing, and shared text editor;
 - ix. Ability for students to share account or transcripts of sessions with parents and teachers;
 - x. Shared Web browsing, where both the student and the tutor can simultaneously view a web page;
 - xi. Safe, secure, and anonymous learning environment;

- xii. Specialized tools for advanced applications such as two-way graphing calculators and code editors; and
 - xiii. Two-way text editor for active brainstorming in composition sessions.
- e. TPR agrees to provide NHED Eligible Students 24/7 access to the Tutor.com's Writing Services which provides both live synchronous tutoring sessions and asynchronous drop-off support writing support. Tutors shall be able to provide detailed commentary geared towards both content development, grammar, and mechanics of writing. Also available to students is Tutor.com's Writing Center with proprietary writing resources www.tutor.com/writing-center.

2. **Background Checks:** TPR shall perform, at TPR's sole expense, a criminal background screening for each employee, subcontractor, or agent intended to perform work or services pursuant to the terms of this agreement (referred to herein as "TPR Tutor"). The background screening will have been performed no less frequently than twice per year. Such background check shall include screening of at least the following information:

- i. County criminal record search (for all of the places the applicant has resided in the last seven years);
- ii. Education verification;
- iii. National criminal record search;
- iv. Sex offender search;
- v. SSN trace; and
- vi. Global Watchlist search

All background checking services performed by TPR are included in the license fee.

3. **Limitations on Tutor.com Employees, Subcontractors and Agents.** TPR shall not knowingly assign any TPR employee, subcontractor, agent or tutor to provide tutoring services under the terms of this agreement who has a history of violent or sexual offenses nor any criminal conduct unacceptable for engagement with minors. TPR shall assign its employees, or independent contractors within the United States and Canada managed by TPR, to provide services pursuant to this Agreement.

4. **Reporting of Usage of Platform and Technical Assistance.**

Provide NHED with dashboard reporting of utilization of the TPR Platform, no less frequently than once a month, including at least the following information:

- a. Program utilization data including the number of sessions, time, total time of all sessions, average time of sessions, and number of NHED Eligible Students utilizing the services, etc.
 - b. Program utilization data indicating the top sessions by subject matter and grade level.
 - c. Student feedback on sessions.
 - d. Provide data reflecting the number of unique students utilizing the platform per month.
- ii. Provide technical support for NHED Eligible Students, parents, and personnel at New Hampshire schools, with technical support for TPR programs and Tutor.com services via phone and email available Monday—Friday from 9 a.m. 12 am. EST and Saturday—Sunday from 2:00 p.m. - 10 p.m. EST.

5. Confidential Data

- a. “Confidential Information” means the terms of this Agreement and all information, materials, or technology provided by a party to the other party that is marked as “Confidential” or “Proprietary,” or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential, including but not limited to all NHED Eligible Student records containing Personally Identifiable Information, as defined below. “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of the breach of this Agreement by the receiving party, (ii) is independently developed by the receiving party, (iii) was rightfully within the receiving party’s possession prior to disclosure by the disclosing party, (iv) is received from a third party which was not bound by a confidentiality obligation with respect to such information, or (v) is legally required to be disclosed, such as through a public Right-to-Know request. “Personally Identifiable Information” means any information that identifies or that could be used to identify any individual, including but not limited to, any individual student or parent name, address, personal identifiers such as school- or district-issued student identification numbers, and any other information or combination of information that would make the identity of the student or parent easily traceable.

- b. Except as otherwise provided in this Agreement, each party will retain the other party's Confidential Information in strict confidence, will use the other party's Confidential Information only for purposes of this Agreement, and will not disclose the other party's Confidential Information without the other party's prior written consent, provided that (i) the receiving party may disclose the disclosing party's Confidential Information to the receiving party's or its affiliates' personnel and contractors who need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those in this Agreement, and (ii) TPR may disclose NHED's Confidential Information or a NHED Eligible Student's PII only if TPR believes, at its sole discretion, that an immediate disclosure is necessary to protect a student's or a third party's physical safety. If there is a breach of this Section, the disclosing party may suffer irreparable harm and will therefore be entitled to obtain injunctive relief in addition to any other available rights and remedies.

6. Student Data

- a. Without limitation of its obligations under Section 5 above, TPR will take commercially reasonable measures to protect NHED Eligible Students' personally identifiable information (hereinafter referred to as "PII") as defined by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) consistent with FERPA and all applicable privacy laws.
- b. NHED Eligible Student data collected by TPR in performing its obligations under this Agreement will be the property of NHED. NHED grants TPR a limited license to use such NHED Eligible Student data, including practice test scores, actual test scores and score improvements, (i) in connection with the performance by TPR of its obligations to NHED, (ii) to help TPR analyze the efficacy of its programs, and (iii) for use in the marketing and promotion of TPR's programs; provided, that TPR will not disclose any PII contained in such data and will otherwise use such data in compliance with TPR's confidentiality obligation.

R.B.

Contractor Initials _____

Date _____

09 / 11 / 2025

7. Intellectual Property Rights

- a. TPR, on behalf of itself and its affiliates, hereby grants to NHED a nonexclusive, non-transferable license to use, and to permit its eligible students and, if applicable, parents, teachers and administrators to use, the TPR Intellectual Property during the term of this Agreement solely in connection with the Services.
- b. All marketing and other communications by NHED and NHED web pages that refer to Tutor.com services must include the Tutor.com logo as provided by TPR or the words "Powered by Tutor.com, a Service of The Princeton Review®." Except as set forth in the preceding sentence, neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent.
- c. NHED acknowledges and agrees that (i) TPR and its affiliates retain all right, title and interest in and to the TPR Intellectual Property, and this Agreement conveys no rights to the TPR Intellectual Property other than the limited licenses set forth in the Agreement, and (ii) the TPR Intellectual Property embodies valuable confidential and secret information of TPR and its affiliates, the development of which required the expenditure of considerable time and money. "TPR Intellectual Property" means TPR's and its affiliates' copyrights, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, documentation, specifications, designs, instructional methods, strategies, techniques and methodologies, and software programs and other technology, survey data and usage information.

8. Certain Obligations and Restrictions

- a. NHED will not: (i) copy, modify, alter, excerpt, create derivative works of, decompile, disassemble or otherwise reverse engineer the TPR Intellectual Property; (ii) delete or in any manner alter the copyright, trademark or other proprietary notices of TPR or its affiliates, if any, appearing on the TPR Intellectual Property, (iii) use the TPR Intellectual Property and other TPR Confidential Information to teach any class or course or for any other purpose, except in connection with Services, and (iv) disclose, reproduce, sell or distribute the TPR Intellectual Property to any third

- party. NHED will notify TPR of any known or suspected infringement of the TPR Intellectual Property of which NHED becomes aware.
- b. On an annual basis, NHED will notify NHED Eligible Students and teachers using the platform of their obligation to not: (i) copy, modify, alter, excerpt, create derivative works of, decompile, disassemble or otherwise reverse engineer the TPR Intellectual Property; (ii) delete or in any manner alter the copyright, trademark or other proprietary notices of TPR or its affiliates, if any, appearing on the TPR Intellectual Property, (iii) disclose, reproduce, sell or distribute the TPR Intellectual Property to any third party. NHED will notify TPR of any known infringement of the TPR Intellectual Property of which NHED becomes aware.
 - c. NHED will notify TPR promptly if NHED becomes aware of unauthorized use of services under this Agreement. If there is unauthorized use of a password or the Services that is not cured by NHED in a reasonable time, TPR may disable the NHED Eligible Student's account. TPR reserves the right, at its sole discretion, to disable access to any online resource for any NHED Eligible Student who fails to comply with TPR rules and procedures applicable to the resource, including the Terms of Use on TPR's website.
 - d. NHED will not upload to or distribute or publish through online resources provided under this Agreement any content (i) which is defamatory, threatening, abusive, or otherwise unlawful, (ii) which is vulgar, obscene or sexually explicit, (iii) which violates any person's privacy or publicity rights, or (iv) which violates the intellectual property or other proprietary rights of any person.
 - e. NHED, including its NHED Eligible Students and teachers, will treat TPR's tutors and instructors with respect. Failure to do so may result in the suspension of access to the Platform.
 - f. NHED will not and will notify students and teachers using the TPR services provided under this agreement of their obligation to not, (i) interfere with or disrupt the online resources provided under this agreement or (ii) upload to or distribute through such online resources any viruses, Trojan horses, worms, or other similar programs.

9. **Representations and Warranties.**

- a. Each party represents and warrants to the other that (i) it will comply with all applicable laws and regulations in connection with its performance under this Agreement and (ii) the individual signing this Agreement on its behalf has the authority to do so.
- b. TPR represents and warrants that it will perform the Services in a professional manner in accordance with industry standards. NHED's sole remedy for a breach of this warranty is re-performance of the particular services that breached the warranty at no additional charge.
- c. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND TPR, ON BEHALF OF ITSELF AND ITS AFFILIATES, EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATION OF RESULTS FOR STUDENTS, SUCH AS ANY IMPROVEMENT IN TEST SCORES. SUCH RESULTS ARE DEPENDENT ON FACTORS OUTSIDE OF TPR'S CONTROL. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TPR MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES WILL MEET NHED'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY SERVICE HEREUNDER OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES, TROJANS, MALWARE OR OTHER HARMFUL COMPONENTS OR THAT ALL DEFECTS IN THE SERVICES WILL BE CORRECTED.

10. Limitation of Liability.

- a. TPR AND ITS AFFILIATES WILL NOT BE LIABLE TO NHED OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY CHARACTER, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, RELATING TO THIS AGREEMENT, EVEN IF TPR OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TPR'S AND ITS AFFILIATES' AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TPR UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING SUCH CLAIM.

11. Notices.

- a. All notices relating to this Agreement must be in writing. Such notices must be sent by postage prepaid first-class mail, receipted courier service, facsimile, or email at the address below or to such other address as specified in writing and will be effective upon receipt.

The Princeton Review

Attn: Legal Department
110 E. 42nd St., 7th Floor
New York, NY 10017

Email: Legal@review.com

**New Hampshire Department of
Education**

Melissa White
25 Hall Street
Concord, NH 03301

Email: Melissa.A.White@doe.nh.gov

EXHIBIT C

Method of Payment

The statewide license fee for the portion of the 2025-2026 school year covered (October 1, 2025 through March 31, 2026) shall not exceed Two Hundred Fifty Thousand Dollars and shall be determined as follows:

1. NHED shall pay TPR a one-time payment in the amount of Two Hundred Thousand Dollars (\$200,000) for the portion of the 2025-2026 school year covered (October 1, 2025 through March 31, 2026). This payment is not subject to the session usage thresholds and shall be invoiced separately. The NHED shall issue payment of this one-time fee within thirty (30) days of receipt of and approval of TPR's invoice.
2. NHED shall pay TPR a Usage Fee of \$50,000 in one (1) installment (the "Usage Fee"), subject to the following adjustments as set forth herein:
 - a. Usage-Based Adjustment. TPR's entitlement to the Usage Fee shall be contingent upon the number of completed live tutoring sessions, drop-off essay reviews, and SkillsCenter engagements (Tutor.com Sessions) during the portion of the 2025-2026 school year covered (October 1, 2025 through March 31, 2026).
 - i. In the event that TPR reports less than 3,000 Tutor.com Sessions during the portion of the 2025-2026 school year covered (October 1, 2025 through March 31, 2026), no Usage Fee will be due and owing under the terms of this Agreement.
 - ii. In the event that TPR reports between 3,000-4,499 Tutor.com Sessions: TPR will be entitled to receive 50% of the Usage Fee or \$25,000.
 - iii. In the event that TPR reports between 4,500-5,999 Tutor.com Sessions: TPR will be entitled to receive 75% of the Usage Fee or \$37,500.
 - iv. In the event that TPR reports 6,000 or more Tutor.com Sessions: TPR will be entitled to receive 100% of the Usage Fee or \$50,000.
3. TPR shall report the total number of Tutor.com Sessions no later than ten (10) days following the close of each calendar month. The NHED reserves the right to review and verify the Tutor.com Sessions data prior to issuing final payment.

Limitation on Price: Upon mutual agreement between the state contracting officer and TPR, line items in this budget shall not exceed the price limitation of \$250,000. TPR will monitor activity and not exceed the price limitation.

Source of Funding: Funds to support this request are available in the following accounts in FY26:

05-56-56-562010-25180000 Title IV-A 21st Cent Student

Fiscal Year	Class/Account	Class Title	Total
2026	102-500731	Contracts for Program Services	\$208,000
Subtotal			\$208,000

05-56-56-562010-25160000 Title III – English Learners

Fiscal Year	Class/Account	Class Title	Total
2026	102-500731	Contracts for Program Services	\$14,000
Subtotal			\$14,000

05-56-56-562010-25120000 Title I-C Migrant Education

Fiscal Year	Class/Account	Class Title	Total
2026	102-500731	Contracts for Program Services	\$14,000
Subtotal			\$14,000

05-56-56-562010-4037000 Adult Education - Federal

Fiscal Year	Class/Account	Class Title	Total
2026	102-500731	Contracts for Program Services	\$14,000
Subtotal			\$14,000
Total			\$250,000

Method of Payment: TPR will invoice NHED for the final, agreed upon Usage Fee at the end of the portion of the 2025-2026 school year covered (October 1, 2025 through March 31, 2026) and submit an invoice within 10 days of the day that consensus is reached on the final count of Tutor.com Sessions. Payment will be net 30 from the date of issuance. Invoices shall be submitted to:

Lisa Mercier
 NHED
 25 Hall Street
 Concord, NH 03301
 Lisa.L.Mercier@doe.nh.gov

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised June 2022

R.B.
Contractor Initials _____
09/29/2025

Exhibit E

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised June 2022

R.B.

Contractor Initials _____

Date
09 / 11 / 2025

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

Revised June 2022

R.B.
Contractor Initials _____
Date 09/11/2025