

## LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

### SERVICES AGREEMENT

THIS SERVICE AGREEMENT (“Agreement”) is entered into as of September 1, 2023 (the “Effective Date”) by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”), and EMSPACE, INC. d/b/a EMSPACE + LOVGREN, a Nebraska benefit corporation (“Service Provider”).

In consideration of the mutual agreements, promises and covenants set forth herein, the parties hereto agree as follows:

1. **Scope of Work:** Learning Community desires to have Service Provider undertake the implementation, and, as necessary, revision and adjustment, of a strategic communications plan, as more specifically set forth in the Scope of Work marked as Exhibit “A,” attached hereto and by this reference specifically incorporated herein (the “Project”). The Project may be amended from time to time during the Project Term, as defined herein, upon the mutual agreement of Learning Community, acting through its Chief Executive Officer, and Service Provider; provided, however, that any amendment of the Project which, if approved, would result in total payments to Service Provider pursuant to Section 4 herein exceeding the Project Amount shall require the approval of the Learning Community Coordinating Council. For the avoidance of doubt, as of the Effective Date, this Agreement replaces and supersedes in its entirety that certain Services Agreement entered into by the parties and effective [March 17, 2022], which as of the Effective Date shall be of no further force or effect.

2. **Project Support; Compliance:**

a. Subject to the terms and conditions set forth in this Agreement, in furtherance of the Project, Learning Community shall provide to Service Provider such documents and information as are mutually determined to be necessary for the Project; provided, however, that no document or information shall be provided to Service Provider by Learning Community which is prohibited from such disclosure under federal, state or local laws or ordinances.

b. Service Provider covenants and agrees to perform all work for the Project under the supervision of Learning Community, in conformance with the policies and practices of Learning Community.

3. **Performance Period:** Service Provider will commence work on the Project on the Effective Date and will conclude work on the Project on or before August 31, 2024 (“Project Term”), which date may be extended by mutual written agreement of Learning Community and Service Provider. Notwithstanding the foregoing, no party to this Agreement shall hold another responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.

4. **Payment and Billing:** Subject to the terms and conditions set forth in this Agreement, Service Provider shall be paid an amount not to exceed **\$162,000.00** (“Project Amount”) by Learning Community for all services performed by Service Provider related to the Project in accordance with the budget included in the Scope of Work. Payment shall be made to Service Provider as follows:

a. During the Project Term, Service Provider shall submit to Learning Community on or before the fifteenth (15th) day of each month, commencing on October 15, 2023 and concluding on August 15, 2024, an itemized invoice for Project services provided during the

immediately preceding month, which invoice shall set forth the aggregate project costs and an itemized listing of direct expenses actually incurred by Service Provider and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. The Learning Community shall, after reasonable review and approval of the invoice, pay to Service Provider, within fifteen (15) days of receipt thereof, the amount of said invoice due and owing to Service Provider; provided, however, that if payment of said invoice in full would result in the total cumulative amount paid by Learning Community to Service Provider exceeding the Project Amount, the amount due and owing to Service Provider for said invoice shall be reduced by the amount which would otherwise exceed the Project Amount.

b. Upon termination of this Agreement or expiration of the Project Term, whichever occurs first, the Service Provider will submit a final report to Learning Community. The final report will include a statement for the Service Provider services provided during the Project Term which statement will set forth an itemized listing of Project services actually performed by the Service Provider in the performance of the services related to this Agreement and will be accompanied by documentation substantiating all such services set forth on such statement. Learning Community will, after review and approval of the statement submitted by the Service Provider, remit the final monthly payment to the Service Provider within 15 days after receipt of the final report; provided, however, that the total cumulative amount paid by Learning Community to Service Provider shall not exceed the Project Amount. If, at the conclusion of the Project Term, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to this Section 4 of this Agreement, made payments to the Service Provider which exceed the total amount of Project services actually performed by the Service Provider, the Service Provider will refund to Learning Community the amount by which the total remittances made by Learning Community exceed total services actually performed.

c. The amount(s) to be paid by Learning Community as provided under this Section 4 shall constitute the entire consideration to be paid by Learning Community to Service Provider for the Project. Learning Community shall not be liable for any further costs, including, but not limited to, overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by Service Provider in the performance of the services related to the Project.

d. Service Provider shall be solely and exclusively responsible for any and all payments for services related to the Project, including any and all services provided by any third party, contracted by Service Provider in furtherance of the Project. Except as set forth in Sections 4.a and 4.b, Learning Community shall not be responsible for any payment for services related to the Project and in no event shall be responsible for any payment to any third party contracted by Service Provider for services provided in furtherance of the Project; provided, however, that Learning Community shall be solely responsible for any services related to the Project for which it directly contracts with a third party and Service Provider shall have no responsibility with regard thereto. Service Provider acknowledges and agrees that Service Provider shall be solely responsible for the total amount of expenses actually incurred, other than those, if any, for which the Learning Community directly contracts pursuant to this subsection, which exceed, if any, the Project Amount.

e. Learning Community funds may not be used by Service Provider to: (i) lobby or otherwise attempt to influence legislation; (ii) influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) distribute funds to any entity or individual, other than as permitted by this Agreement.

f. No Learning Community funds shall be paid by Service Provider to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this subsection, “immediate family member” is defined as a spouse, parent, sibling, child or stepchild of a Coordinating Council member or Learning Community employee.

g. Learning Community reserves the right to withhold or suspend any payment(s) to be made by Learning Community pursuant to this Agreement, or to require a total or partial refund of Learning Community funds, if, as determined by Learning Community in its sole discretion, such action is necessary: (i) because Service Provider has not complied with the terms and conditions of this Agreement and such noncompliance has not been cured within fifteen (15) days after written notice from Learning Community to Service Provider of such noncompliance; (ii) to protect the purpose and objectives of the Project or any other activities of Learning Community; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, Service Provider or the Project.

h. Service Provider expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the Effective Date which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) may result in the termination of this Agreement by Learning Community in accordance with Section 5 herein. Service Provider further expressly acknowledges and agrees that funding of the Program following the first fiscal year is subject to change due to reallocation of funding within the subcouncils, availability of carryover funds from previous fiscal years, and ultimate approval by Learning Community.

i. Any proposed increases to the approved Project Amount for the proposed 2023 budget is subject to approval by Learning Community and final approval of the Learning Community Coordinating Council, but is anticipated to be substantially consistent with the Project Amount.

5. **Termination:** This Agreement may be terminated: (a) at any time by mutual written agreement of the parties; (b) by either party immediately if the other party materially breaches any provision hereof; or (c) by either party, for any reason, upon thirty (30) days’ advance notice. Notwithstanding the foregoing, the Learning Community may terminate this Agreement immediately and without prior notice to Service Provider if Service Provider, or any personnel of Service Provider commencing work on the Project: (a) is convicted of any crime or offense; (b) fails or refuses to comply with the written policies or reasonable directives of the Learning Community; or (c) engages in serious misconduct in connection with the performance of the services for the Project, as determined by the Learning Community in its reasonable discretion.

6. **Notices:** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**If to Learning Community:** Learning Community of Douglas and Sarpy Counties  
6949 South 110th Street  
Omaha, Nebraska 68128-5721  
Attn: Bradley Ekwerekwu

**If to Service Provider:** Emspace + Lovgren  
105 N 31st Ave STE 100

or to such other address as any party hereto may from time to time give notice of to the other party in the above manner.

7. **Compliance With Law; Non-Discrimination; Citizenship Verification:** The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Project, including, but not limited to, Neb. Rev. Stat. § 84-712 to 84-712.09. The parties hereto shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status. Service Provider agrees and acknowledges that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. § to 4-114, as amended.

8. **Ownership of Materials.** All original documents, illustrations, charts, graphs, maps, reproducible drawings, reports and other materials, and any other intellectual property (“Intellectual Property”), developed pursuant to the Project shall be the exclusive property of Learning Community and no contents of any such Intellectual Property shall be released except upon the express prior written consent of Learning Community, which consent may be granted by Learning Community in its sole discretion. Service Provider shall sign and deliver to Learning Community all writings and do all such things as may be necessary or appropriate to vest in Learning Community all right, title and interest in and to such Intellectual Property. Additionally, Service Provider understands and agrees that the underlying rights to the information, data and materials that are provided by Learning Community to Service Provider hereunder are owned solely by Learning Community. Service Provider shall not acquire any rights of any kind whatsoever with respect to Learning Community’s information, data or materials as a result of conducting the Project hereunder.

9. **Indemnification.** Service Provider covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents and employees, and their successors and assigns, individually and collectively, (collectively, the “Learning Community Indemnified Parties”) from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney’s fees, in any way arising out of or based upon the negligent or willful acts or omissions of Service Provider, its employees or agents in conducting the Project as specified in this Agreement and Service Provider further agrees to pay all expenses in defending against any claims made against the Learning Community Indemnified Parties; provided, however, that Service Provider shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Learning Community Indemnified Parties.

Service Provider shall not be liable to Learning Community for any claims or damages, including attorney’s fees, arising from the use of materials or products supplied by Learning Community to Service Provider and incorporated into any work that has been approved by Learning Community for the Project. Learning Community shall indemnify and hold Service Provider harmless for all claims and damages arising from any claims by a third party that the materials or products supplied by Learning Community to Service Provider for the Project infringe or violate any proprietary rights of a third party. Any work provided by Service Provider for the Project and reviewed and accepted in writing by Learning Community shall be deemed approved. For the avoidance of doubt, no work for the Project shall be disseminated without the prior written acceptance of such work by Learning Community.

10. **Independent Contractor:** Service Provider status under this Agreement shall be that of an independent contractor and not that of an agent or employee. The Learning Community and Service Provider acknowledge and agree that the Learning Community shall not control or direct the manner in which Service Provider conducts the Project, it being understood that Service Provider is an independent contractor. The Learning Community shall only specify the objectives to be accomplished and Service Provider agrees to work collaboratively with the Learning Community in achieving such objectives.

11. **Tax Duties and Liabilities:** Service Provider agrees that Service Provider is solely responsible for all tax returns and payments required to be filed or made to any federal, state or local tax authority with respect to performance of the Project and receipt of compensation under this Agreement. The Learning Community will report amounts paid to Service Provider by filing the necessary Forms 1099 with the Internal Revenue Service, as required by law. Because Service Provider is an independent contractor, the Learning Community will not withhold or make payments for Social Security; make unemployment insurance or disability insurance contributions; or obtain workers' compensation insurance on Service Provider's behalf. Service Provider agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, Social Security, disability and other contributions based on payments made to Service Provider under this Agreement.

12. **Fringe Benefits:** As an independent contractor, Service Provider is not eligible for, nor entitled to, and shall not participate in any of the Learning Community's fringe benefit plans, including, but not limited to, those providing for paid leave, retirement benefits, health or disability benefits, etc. In addition, the Learning Community shall not provide workers' compensation insurance for Service Provider, nor shall Service Provider be entitled to unemployment compensation benefits.

13. **Miscellaneous:** This Agreement may not be assigned or transferred by Service Provider without the prior written consent of Learning Community, which consent may be granted by Learning Community in its sole discretion. Should any part hereof or any sections of this Agreement be rendered or declared illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby. The waiver by any party of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Service Provider and the Learning Community. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings regarding the Project and shall be governed by, and construed and enforced in accordance with the laws of Nebraska. The parties agree that facsimile or email signature shall be effective as if originals.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective as of the Effective Date.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES, a Nebraska political subdivision

EMSPACE, INC. d/b/a EMSpace + LOVGREN



By: \_\_\_\_\_  
Bradley Ekwerekwu, Chief Executive Officer

Date: July 27, 2023



By: Elizebeth Murphy (Aug 2023 11:04 CDT) \_\_\_\_\_  
Elizebeth Murphy

Date: Aug 14, 2023

**EXHIBIT A  
SCOPE OF WORK**

June 15, 2023 Agenda Item VII. 1.



**Learning Community of Douglas and Sarpy Counties**  
*Proposed Communications Support for 2023-24*

Updated June 9, 2023



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## Introduction

### VISION STATEMENT

That all children within the Learning Community achieve academic success without regard to social or economic circumstances.

### MISSION STATEMENT

Together with school districts and community organizations as partners, we demonstrate, share, and implement more effective practices to measurably improve educational outcomes for children and families in poverty.

### OVERVIEW

The Learning Community of Douglas and Sarpy Counties seeks to continue a communications model that is focused on building trust, growing awareness, information-sharing and engagement across key internal and external audiences.

### PROPOSED COMMUNICATION GOALS

1. Emspace + Lovgren will continue to utilize the updated brand guidelines when creating promotional assets for the Learning Community.
2. Emspace + Lovgren will create collateral and leverage digital spaces to increase awareness of the Learning Community's offerings, operations, and governance.
3. Emspace + Lovgren will continue to support the Learning Community by serving as representatives of the work in the community (i.e.: at coordinating council meetings, events, etc.)
4. Emspace + Lovgren will elevate the program and service offerings of the Learning Community through digital spaces and earned media opportunities.
5. Emspace + Lovgren will continue to work as a trusted partner, building relationships with staff and the coordinating council, and by tapping into our existing network to share the story of the Learning Community.
6. Emspace + Lovgren will support the Learning Community in recruiting applicants for employment by continuously updating the careers page of the website and sharing opportunities via social media.

### TARGET AUDIENCES

1. Families served by the Learning Community through programming
2. Learning Community staff
3. Partner schools' communities (leadership, staff, students, families)
4. Superintendents of 11 school districts within the Learning Community
5. Policymakers
6. Partner organizations



## Proposed Tactics Overview

### 1. Account Service and Consulting

Emspace + Lovgren (E+L) will work closely with the Learning Community of Douglas and Sarpy Counties to set expectations and identify goals and key milestones throughout the year. E+L will develop a comprehensive communications plan and detailed working calendar to guide the year's work. In addition to attending, facilitating, and managing client meetings, the E+L team will also manage subsequent projects, complete tracking and reporting details and participate in coordinating council meetings throughout the year.

*Estimated annual cost: \$40,000*

### 2. Media Outreach, Management + Quarterly Reporting

Emspace + Lovgren will work with the chief executive officer and identified leadership team members to share unique stories about the Learning Community, as well as events, programs, appointments and milestones that are newsworthy. As a trusted partner, E+L will guide the Learning Community to define what makes a story newsworthy to be the best steward as possible of the allotted budget. E+L will leverage existing media relationships and evaluate the current media landscape to ensure coverage is beneficial and reaches the right audiences. This tactic will also include quarterly media reports.

In the case of a crisis event, Emspace + Lovgren will work with Learning Community leadership to identify potential partners, produce a plan of action, set up interviews and create talking points as necessary.

*Estimated annual cost: \$24,750*

### 3. Continuous Website Updates

Emspace + Lovgren will provide continuous support for necessary updates to the Learning Community website. E+L will also work directly with the identified website partner to apply any structural changes identified utilizing the existing two hours of support per month. Website updates may include job postings, publishing updated reports and plans, and news stories as they pertain to the body.

*Estimated annual cost: \$16,500*

### 4. Social Media Strategy Development, Management, Reporting + Sponsored Content

This portion of the identified budget includes a social media strategy that will be part of your 2023-24 communications plan and continued social media content creation and management for all Learning Community accounts including but not limited to Facebook, Twitter, LinkedIn and Instagram. Content creation includes writing copy, generating graphics and recording, editing and producing four videos (one per quarter). E+L will provide monthly engagement reports identifying important data to show the reach of these efforts.

*Estimated annual cost: \$39,500*

5. **Community Outreach + Engagement for Parent University vs. Independent Social and Website Management**  
In our first year of work together, LC staff and the E+L team quickly learned that each center (North and South) and their corresponding programs need different types of communication support. Historically, Parent University, in addition to having its own program brand, has also run its own website and social media channels. Our proposal for our next year together is twofold: first, we believe that all Learning Community of Douglas and Sarpy Counties website and social media support should be brought under one entity for clearer messaging and aligned brand architecture. Each center and program will still be featured individually on the Learning Community social media channels and displayed in a more thoroughly built-out webpage of the current LC website.

Second, in an effort to increase awareness and engagement of the important programming of Parent University, E+L proposes spending dedicated time and dollars collaboratively creating a robust outreach and engagement strategy.

The estimated cost for this service includes collaboratively identifying needs and strategy-writing at our blended hourly rate. The completed outreach strategy will then be given to the Parent University team.

*Estimated annual cost: \$7,000*

6. **Professional Photography**  
E+L will coordinate and outsource professional photography services three times per year to support building the bank of photography used in promotional assets. During the 2023-24 year, E+L will provide photography services for:
- An event agreed upon by both parties for the Learning Community Center of South Omaha
  - An event agreed upon by both parties for Parent University

*Estimated annual cost: \$3,500*

7. **Evaluation Report Cover + Inserts Design**  
Emspace + Lovgren will work collaboratively with the evaluation partner of the Learning Community to design an updated cover page and report inserts for the 2022-23 school year report, which is submitted to the state legislature.

*Estimated annual cost: \$2,500*

8. **Digital Annual Report + Printed Supplement**  
E+L will create content and provide layout/design in collaboration with the Learning Community's CEO or other identified party. The copy will be generated based on the 2022-23 evaluation report in addition to content and images created by Emspace + Lovgren throughout the year. The Learning Community team will serve as timely partners in providing copy and layout feedback throughout the production process. The annual report will be produced using a digital platform, and a supplemental, printed asset will be created to guide users to the report using a QR code.

*Estimated annual cost: \$8,750*

**9. Quarterly Digital Newsletter**

E+L will write and produce a quarterly digital newsletter using Constant Contact. The Learning Community team will serve as a timely partner in providing content ideas for identified sections and will provide feedback on the written copy and layout prior to sharing with the listserv.

*Estimated annual cost: \$8,000*

**10. Create Rack Cards for South Center and Parent University**

In collaboration with the Learning Community team, Emspace + Lovgren will create two up-to-date rack cards for the Learning Community to use as tools for promotion, awareness and recruitment for:

- Learning Community Center of South Omaha
- Parent University

*Estimated annual cost: \$5,000*

**11. Miscellaneous Communications Support**

E+L will provide key creative and copy support for the Learning Community for other collateral items identified throughout the year until the budget for such resources is met.

*Estimated annual cost: \$6,500*

**Total estimated annual cost: \$162,000**

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*The above estimate is for described work only. Production and print costs are not included. Post-approval changes, excessive use of hours, and/or changes in scope may result in revised estimates. Estimates do not include sales tax.*

*Emspace, Inc. will bill Client for all professional services at a blended rate of \$165/hour.*

*In addition, Client will reimburse Emspace, Inc. for out-of-pocket expenses incurred on behalf of Client. All out-of-pocket expenses must be pre-approved in writing by Client and paid in compliance with Client policies.*

*Emspace + Lovgren will bill Client monthly for services and costs incurred, not to exceed the approved estimated annual cost.*

*Payment for all services is due thirty (30) days from the statement invoice date. Interest of one and one-quarter percent (1.25%) per month will be added on all invoices not paid in thirty (30) days. If a legal dispute arises based on non-payment, Client agrees to pay, in addition to the balance due, any associated attorney or collection fees related to any amounts awarded to Emspace, Inc.*

## INITIATIVE BUDGET

Tactic	Deliverable	Cost
Account Service and Consulting	2023-24 Communication Strategy document	\$40,000
	Biweekly meetings meetings with the CEO	
	Quarterly large group meetings with E+L team and LC leadership team	
	Notes, recordkeeping, follow-up communication, project management	
Media Outreach, Management and Quarterly Reporting	Write identified press releases	\$24,750
	Pitch identified stories to targeted media outlets	
	Crisis communications management as needed	
	Planning and consultation alongside identified LC team leadership per story opportunity	
	Develop quarterly reports for LC team and coordinating council	
	Truescope (formerly Universal) monthly media monitoring fees	
Website Updates	Support minor website updates/adjustments as needed (i.e.: career opportunity postings, news stories, etc.)	\$16,500
	Recommend updates throughout the year as needed	
	Update major annual report online (i.e.: annual report, evaluation report, impact map, CAP, etc.)	
	Collaborate with project partners as project manager to support needed changes to site development and/or language translation services	

	Utilize LC's existing two hours per month for structural changes through their existing web contractor for structural updates	
<b>Social Media Strategy Development, Management, Reporting and Sponsored Content</b>	Develop an annual social media strategy document	\$39,500
	Monthly social media content planning	
	Monthly social media content creation (includes copy and graphics for each social media post at 12 posts per month)	
	Develop and edit one video resource per quarter for use across social and website platforms	
	Develop quarterly sponsored content	
	Social media management	
	Monthly social media engagement report development	
<b>Community Outreach + Engagement for Parent University</b>	Facilitated workshop with leadership team and Parent University staff o collaboratively understand the need for service and identify possible recruitment opportunities which will inform development of an outreach strategy	\$7,000
	Written outreach and engagement strategy document based on identified needs	
<b>Professional Photography</b>	Coordination of contracted photography services for professional photos of one Learning Community South Center event (photography fee + project management)	\$3,500
	Coordination of contracted photography services for professional photos of one Parent University event (photography fee + project management)	

Evaluation Report Cover + Inserts Design	Planning and collaboration with LC's evaluation partner for report needs	\$2,500
	Graphic design	
	Copy where appropriate	
	File prep + management	
Digital Annual Report + Printed Supplement	2022-23 collaborative community report planning	\$8,750
	2022-23 evaluation report copy, design, layout, and file delivery	
	Concepting supplemental printed asset	
	Design + copy for printed asset	
Quarterly Digital Newsletter	Collaboratively plan for content each quarter	\$8,000
	Collaboratively write and review quarterly content	
	Content layout and design	
	Distribution of newsletter each quarter	
Create Rack Cards for South Center and Parent University	Collaboratively outline content for rack cards	\$5,000
	Design and copy for cards	
	File prep and management	
Miscellaneous Communications Support	Other collateral items identified throughout the year until the budget for such resources is met	\$6,500
<i>Total</i>		<b>\$162,000</b>