

NON-EXCLUSIVE MASTER SERVICES AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Non-Exclusive Master Services Agreement between University and Contractor ("Agreement") is made and entered into effective as of June 1, 2014 (the "Effective Date"), by and between The University of Texas System, an agency and institution of higher education established under the laws of the State of Texas ("University"), and Elephant Productions, Inc. ("Contractor"), Federal Tax Identification Number 74-2692707.

University and Contractor hereby agree as follows:

1. Term

The term of this Agreement shall commence on the Effective Date and terminate on the 5th anniversary of the Effective Date unless extended by mutual agreement of the parties as provided herein.

2. Contractor Services and Project Addenda

- 2.1 The categories of the services ("Services") that may be performed under this Agreement are set forth in Exhibit A, attached and incorporated for all purposes.

This Agreement is a non-exclusive contract between the University and Contractor. Pursuant to this Agreement, any one of the University's academic institutions, health institutions or System Administration ("Requesting Institution") may request the services of Contractor for a specific project with an established scope of services negotiated with the Contractor ("Project"). As used herein, the term "University" includes any Requesting Institution, unless the context clearly requires a different meaning. Prior to Contractor's commencement of any Project, the Contractor and the Requesting Institution must complete and enter into a Project Addendum (sample format attached hereto as Exhibit B), which shall contain a description of the Project, the terms of compensation to be paid Contractor, and a schedule for performance of all Services to be provided for the Project. All of the terms and conditions of this Agreement are incorporated into each Project Addendum for all purposes. In the event of any conflict between a Project Addendum and this Agreement, this Agreement will control provided however the Requesting Institution and Contractor may agree to language in a Project Addendum to specify or clarify the services to be provided or to provide University with more beneficial pricing than that set forth in this Agreement.

Contractor and a UT Institution can enter into a Project Addendum at any time during the Term. A Project Addendum will specify the term during which Contractor will perform Services. To the extent that this Agreement expires or terminates prior to the end of a Project Addendum, such Project Addendum will survive any such termination or expiration of the Agreement and the terms and conditions of this Agreement will continue to be incorporated for all purposes into that Project Addendum. Contractor understands and agrees that it will not receive any payment or other compensation under this Agreement unless it

enters into a Project Addendum and performs services in accordance with the terms and conditions of that Project Addendum and this Agreement.

- 2.2** CONTRACTOR UNDERSTANDS AND AGREES THAT THE UNIVERSITY HAS MADE NO REPRESENTATION, ASSURANCE, WARRANTY OR GUARANTY THAT THE UNIVERSITY WILL REQUEST CONTRACTOR TO PERFORM ANY SERVICE AND THAT THE UNIVERSITY HAS AND DOES SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS, WARRANTIES, ASSURANCES OR GUARANTIES. THE UNIVERSITY AND THE UT INSTITUTIONS RESERVE THE RIGHT TO OBTAIN SERVICES FROM ANY OTHER PERSON OR ENTITY AT THEIR SOLE DISCRETION.
- 2.3** The University and Contractor agree and acknowledge that the University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the Services. Contractor accepts the relationship of trust and confidence established between it and the University by this Agreement. Contractor covenants with the University to use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of the University in accordance with the University's requirements and procedures, in accordance with the highest standards of Contractor's profession or business and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction. Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services.
- 2.4** Contractor warrants, represents, covenants, and agrees to maintain a staff of properly trained, credentialed, and experienced personnel to ensure satisfactory performance under this Agreement.

3. Contractor's Obligations.

- 3.1** Contractor will perform the Services in compliance with all applicable federal, state and local laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
- 3.2** Contractor represents, warrants and agrees that (a) it will use its best efforts to perform the Services in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all of the Services to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.

- 3.3 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 3.4 Contractor warrants and agrees that the Services will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by University nor will Contractor be released from any liability by reason of any approval by University, it being agreed that University at all times is relying upon Contractor's skill and knowledge in performing the Services.
- 3.5 Contractor will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects.
- 3.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Services to be duly registered and/or licensed under all applicable federal, state and local laws, regulations, and ordinances. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Services.
- 3.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company, then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 3.8 Contractor represents and warrants that all of Contractor's Personnel contributing to the Work Material (refer to Section 6) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of the Work Material and each element thereof produced by the Personnel while performing services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership. "Personnel" means any and all persons associated with Contractor who provide any Services or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors. Contractor represents and warrants that: (i) the Services will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of University; (ii) University will receive free, good and clear title to all Work Material developed under this Agreement Agreement either

because the 1) Work Material is an independent creation of Contractor or the Contractor has a license (or licenses) to use any elements of Work Material for which Contractor is not the independent creator; and 2) Contractor either hereby a) grants to University ownership of the Work Material or b) grants to University a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free license to use the Work Material in connection with the Work or with Contractor's services in connection with the Work; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions or the Contractor has secured licenses thereto; (iv) the Work Material will not, infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

- 3.9 If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

4. Payment Obligations.

- 4.1 So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing University will pay Contractor for the performance of the Services as established in each Project Addendum. Contractor understands and agrees that payments under this Agreement will be based upon negotiated final terms as provided for in each specific Project Addendum. Contractor agrees and acknowledges that the fees hereunder may be subject to the withholding requirements of Section 3402(t) of the Internal Revenue Code. This Agreement is not valid for amounts over \$1,000,000 without the approval of the University of The University of Texas System Board of Regents.
- 4.2 The Contract Amount for each Project Addendum includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of Services.
- 4.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Services in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("**TAC**") Section 3.322.

5. Payment Terms.

- 5.1 Requesting Institution will pay any fees due to Contractor under a Project Addendum entered into in accordance with this Agreement in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, Government Code. Pursuant to the Act, Contractor will submit to Requesting Institution an invoice covering the

services performed for University to that date, in compliance with Exhibit C, Baseline Pricing and the terms of the Project Addendum. Each invoice will be accompanied by documentation that the Requesting Institution may reasonably request to support the invoice amount. University will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If Requesting Institution approves the amount or any portion of the amount, Requesting Institution will promptly pay (each a "**Progress Payment**") to Contractor the amount approved so long as Contractor is not in default under this Agreement. Requesting Institution shall promptly pay Contractor all such amounts upon curing any such default. If University disapproves any invoice amount, Requesting Institution will give Contractor specific reasons for its disapproval in writing.

- 5.2 Within ten (10) days after final completion of the Services performed pursuant to a Project Addendum and acceptance of the Services by Requesting Institution or as soon thereafter as possible, Contractor will submit a final invoice ("**Final Invoice**") setting forth all amounts due and remaining unpaid to Contractor. Upon approval of the Final Invoice by Requesting Institution, Requesting Institution will pay ("**Final Payment**") to Contractor the amount due under the Final Invoice.
- 5.3 Notwithstanding any provision of this Agreement to the contrary, Requesting Institution will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement. Requesting Institution shall promptly pay Contractor all such amounts upon curing any such default.
- 5.4 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount as more particularly set forth in each Project Addendum.
- 5.5 No payment made by Requesting Institution will (a) be construed to be final acceptance or approval of that part of the Services to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 5.6 Intentionally omitted.
- 5.7 Requesting Institution will have the right to verify the details set forth in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.
- 5.8 Notwithstanding any other provision of this Agreement, Requesting Institution is not entitled to a "**Prompt Payment Discount**" of N/A % off of each payment that Requesting Institution submits within N/A days after Requesting Institution's receipt of Contractor's invoice for that payment.
- 5.9 Section 51.012, *Texas Education Code*, authorizes Requesting Institution to make any payment through electronic funds transfer methods. Contractor agrees to receive payments from Requesting Institution through electronic funds transfer

methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, University will confirm Contractor's banking information. Any changes to Contractor's banking information must be communicated to Requesting Institution in writing at least thirty (30) days in advance of the effective date of the change.

6. Ownership.

- 6.1 All tools, software, programs, drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "**Work Material**"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 6.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 6.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Services or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- 6.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.
- 6.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.
- 6.6 All tools software and/or programs owned by Contractor, or which have been licensed to Contractor by a third party that either: 1) existed prior to the effective

date of this agreement and the Work; 2) are not related to the Work to Contractor's services in connection with the Work; or 3) were created by the Contractor (or its licensor) totally separate from the Work or Contractor's services in connection with the Work are collectively "Contractor IP." Contractor IP is the sole property of Contractor (or its licensor) and Contractor (or its licensor) will at all times retain sole and exclusive title to and ownership to Contractor IP. Contractor hereby grants to University a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free license to use the Contractor IP in connection with the Work or with Contractor's services in connection with the Work.

- 6.7 To the extent that particular Work Product comprises an improvement, enhancement or modification to preexisting Contractor IP, *whether or not patentable, copyrightable as a derivative work, or otherwise protectable as intellectual property* (hereafter "Work Product Improvements to Contractor IP"), University grants to Contractor a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free license to the Work Product Improvements to Contractor IP

7. Default and Termination.

- 7.1 In the event of a material failure by a party to perform in accordance with the terms of this Agreement ("**default**"), the non-defaulting party may terminate this Agreement and a non-defaulting party may terminate a Project Addendum upon fifteen (15) days' written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.
- 7.2 University may, without cause, terminate this Agreement at any time upon giving 180 days' advance written notice to Contractor. A Requesting Institution may terminate a Project Addendum, without cause, at any time upon giving thirty (30) - days' written notice to Contractor, unless an earlier termination is established in a project Addendum. Upon termination pursuant to this Section, or pursuant to the terms of a Project Addendum, Contractor will be entitled to payment of an amount that will compensate Contractor for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
- 7.3 Termination under **Sections 7.1 or 7.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 7.4 Intentionally omitted.

- 7.54** In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

8. Indemnification

- 8.1** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS UNIVERSITY AND THE UNIVERSITY OF TEXAS SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL THIRD PARTY DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

PRIVACY AND INFORMATION SECURITY INDEMNITY. CONTRACTOR WILL INDEMNIFY AND DEFEND UNIVERSITY FROM AND AGAINST ANY THIRD PARTY CLAIMS, FINES, FEES, ASSESSMENTS, PENALTIES, LOSSES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND EXPENSES) THAT RELATE TO OR RESULT FROM ANY FAILURE TO COMPLY WITH CONTRACTOR'S OBLIGATIONS REGARDING UNIVERSITY AND FERPA RECORDS.

- 8.2** IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 8.3** UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR WHICH CONTRACTOR IS OBLIGATED TO INDEMNIFY UNIVERSITY UNDER THIS SECTION 8, UNIVERSITY AND THE UT INSTITUTIONS WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR

WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AND THE UT INSTITUTIONS AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

9. Relationship of the Parties.

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

10. Insurance.

10.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-VII or better, and in amounts not less than the following minimum limits of coverage:

10.1.1 Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Workers' Compensation policy must include under Item 3.A. on the information page of the Workers' Compensation policy the state in which Services is to be performed for University.

10.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor's and subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

10.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

10.1.4 Errors and Omissions Insurance, including Cyber Liability, with limits of not less than \$3,000,000 per project (endorsed on the E&O policy) for each University Project Addendum that provides, at a minimum, coverage for:

- Liability for security or privacy breaches, including loss or unauthorized access to University Data;
- Costs associated with a privacy breach, including consumer notification, customer support, and costs of providing credit monitoring services;
- Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties;
- Costs of restoring, updating or replacing data;
- Liability losses connected to network security, privacy, and media liability;
- "Insured versus insured" exclusion prohibited.

Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective twenty-four (24) months after the expiration or cancellation of the policy. No Errors and Omissions/Cyber Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

10.2 Contractor will deliver to University:

10.2.1 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Services by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

10.2.1.1 **All insurance policies** (with the exception of workers' compensation and employer's liability) will be endorsed and name the Board of Regents of The University of Texas System, The University of Texas System, and each Requesting Institution as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its ongoing and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability and Errors and Omissions/Cyber Liability Additional Insured endorsements will be submitted with the Certificates of Insurance. Commercial General Liability, Errors and Omissions/Cyber Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

10.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System, The University of Texas System and each Requesting Institution. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System, The University of Texas System and the Requesting Institution. No policy will be canceled until after thirty (30) days' unconditional written notice to University. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 10**.

10.2.1.3 Contractor will pay any deductible or self-insured retention that apply to any policy limit required in this Section 10. Any self-insured retention must be declared to and approved by University prior to the performance of any Services by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

10.2.1.4 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Name: Daniel Garza

Address: UT System Administration
601 Colorado St., P4100
Austin, TX 78701
Facsimile Number: 512-499-4215
Email Address: dgarza@utsystem.edu

- 10.3** The insurance policies required in this Agreement will be kept in force for the periods specified below:

10.3.1 Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services on each Project Addendum has been fully performed and accepted by University in writing.

11. Miscellaneous.

- 11.1 Assignment and Subcontracting.** Except as specifically provided in **Exhibit D**, Historically Underutilized Business Subcontracting Plan, attached and incorporated for all purposes, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the prior written consent of University and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Texas law, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 – 20.108. The benefits and burdens of this Agreement are assignable by University. If University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement and all Project Addenda without notice or opportunity to cure.
- 11.2 Texas Family Code Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 11.3 Tax Certification.** If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("**Chapter 171**"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

- 11.4 Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full.
- 11.5 Loss of Funding.** University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**") and/or allocation of funds by the Board of Regents of The University of Texas System (the "**Board**"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
- 11.6 Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both University and Contractor.
- 11.7 Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("**force majeure occurrence**").
- 11.8 Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 11.9 Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 11.10 Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 11.11 Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor will receive from or on behalf of Requesting Institutions of University, records made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). Contractor's specific obligations as to records subject to FERPA (collectively FERPA Records) are addressed in Section 11.11.1 of the Agreement, as well as

in Exhibit E, FERPA Confidentiality & Security Addendum ("Exhibit E"). In addition, Contractor may (1) create, (2) receive from or on behalf of University and/or Requesting Institutions, or (3) have access to, other records or record systems (collectively, "**University Records**") that among other things, may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102). Contractor represents, warrants, and agrees that it will: (1) hold University Records and FERPA Records in strict confidence and will not use or disclose University or FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University and FERPA Records according to reasonable administrative, physical and technical standards that have been assessed and approved by University; (3) continually monitor its operations and take any action necessary to assure that University and FERPA Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply, as applicable with the rules, policies, and procedures regarding access to and use of University's and/or Requesting Institution's computer systems. At the request of University, Contractor agrees to provide University with advance notice of any changes that Contractor proposes to make to the administrative, physical and technical standards approved by University for use by Contractor to safeguard and maintain the confidentiality of University Records (including FERPA Records) sufficient to allow University to assess and approve such standards. In the event that Contractor is required to disclose any University Records that is subject to this Section 11.11, Contractor will notify University prior to such disclosure in order that University may take such action as may be available to prohibit disclosure of the University Records.

11.11.1 FERPA Compliance. Contractor agrees and understands that some of the information that it receives, creates and/or maintains from or on behalf of a Requesting Institution pursuant to a Project Addendum constitute Education Records or Personally Identifiable Information from Education Records as defined by the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99) ("FERPA"), (collectively "FERPA Records"). Contractor further agrees that before it can access, create or maintain any Requesting Institution FERPA Records it will, in connection with each Project Addendum, execute and attach to each Project Addendum, FERPA Confidentiality & Security Addendum that tracks Exhibit E of this Agreement without deviation to ensure that Contractor complies with FERPA and Requesting Institution's FERPA policies. Contractor also agrees to comply with the requirements set forth in this Section 11 as to all FERPA Records with the exception of any requirements that conflict with Exhibit E. To the extent that the Exhibit E conflicts with any term contained in this Agreement or a Project Addendum, the terms of the Exhibit E will prevail.

- 11.11.2 Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University and Requesting Institution within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University and Requesting Institution with all information requested by University and Requesting Institution regarding the impermissible use or disclosure.
- 11.11.3 Return of University Records.** With the exception of De-identified Student Data authorized by license agreement to be included in the cross-institutional database as described herein, Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University and FERPA Records created or received from or on behalf of Requesting Institution will be (1) returned to Requesting Institution, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide Requesting Institution with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to Requesting Institution in writing the destruction of University Records.
- 11.11.4 Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- 11.11.5 Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.
- 11.11.6 Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* ("TPIA"), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 11.11.7 Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or

obligations set forth in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.

11.11.8 Duration. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

11.12 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

11.13 Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Project, unless University otherwise instructs Contractor in writing.

11.14 Notices. Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University: UT System Administration
601 Colorado Street, P4100
Austin, TX 78701
Fax: 512-499-4215
Email: dgarza@utsystem.edu
Attention: Daniel Garza
Institute for Transformational Learning

If to Contractor:

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, *Texas Government Code*, then Contractor will send that notice to University as follows:

Dr. Scott C. Kelley
Executive Vice Chancellor for Business Affairs
The University of Texas System
201 W. 7th, Suite 810
Austin, Texas 78701
Fax: (512) 499-4289
Email: LegalNotices@utsystem.edu

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

11.15 Severability. In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

11.16 State Auditor's Office. Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.

11.17 Limitation of Liability. EXCEPT FOR UNIVERSITY'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

11.18 Survival of Provisions. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 5.8, 8, 11.5, 11.9, 11.10, 11.11, 11.13, 11.16, 11.17, 11.19 and 11.21.**

11.19 Breach of Contract Claims.

11.19.1 To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

11.19.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The chief business officer of University, or another officer of University as may be designated from time to time by University by written notice to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

11.19.1.2 If the parties are unable to resolve their disputes under **Section 11.19.1.1**, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

11.19.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

11.19.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

11.19.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

11.20 Undocumented Workers. The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Agreement in accordance with **Section 8**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

11.21 Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

11.22 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at: <http://www.utsystem.edu/policy/policies/int160.html>, University's Standards of Conduct Guide available at : <http://www.utsystem.edu/systemcompliance/SOCcombined.pdf>, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that

no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

11.23 Historically Underutilized Business Subcontracting Plan. Contractor agrees to use good faith efforts to subcontract the Services in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") (ref. Exhibit D). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPSS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. University may also revoke this Agreement for breach and make a claim against Contractor.

11.23.1 Changes to the HSP. If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.14; (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 11.6** to replace the HSP with the revised subcontracting plan.

11.23.2 Expansion of the Services. If University expands the scope of the Services through a change order or any other amendment, University will determine if the additional Services contains probable subcontracting opportunities *not* identified in the initial solicitation for the Services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (a) this Agreement may be amended to include the additional Services; or (b) Contractor may perform the additional Services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement under **Section 8** and will be subject to any remedial actions provided by Texas law including Chapter 2161, *Texas Government Code* and 34 TAC Section 20.14. University may report nonperformance under

this Agreement to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.

11.24 Certifications of Nonsegregated Facilities and Equal Employment Opportunities Compliance. Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. A breach of this certification is a violation of the Equal Opportunity clause. The term "**segregated facilities**" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain the certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

11.25 Debarment. Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (<http://www.epls.gov/>) issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written

notification to University if, at any time prior to award, Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when University executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to University, University may terminate this Agreement for default by Contractor.

11.26 Office of Inspector General Certification. Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, representative, agent or subcontractor of Contractor to work on site at University's premises or facilities if that individual is not eligible to work on federal healthcare programs including Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, representative, agent or subcontractor that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at University's premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, representatives, agents, and subcontractors during the time the employees, representatives, agents, or subcontractors are assigned to work on site at University's premises or facilities. Contractor acknowledges that University will require immediate removal of any employee, representative, agent, or subcontractor of Contractor assigned to work at University's premises or facilities if the employee, representative, agent, or subcontractor is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp.

11.27 Access to Documents. To the extent applicable to this Agreement, in accordance with Section 1861(v)(1)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

11.28 Security Characteristics and Functionality of Proposer's Information Resources. Contractor's response to RFP No. ITL01202014-R, Appendix Four, "Security Characteristics and Functionality of Contractor's Information Resources" ("Appendix Four Responses") dated December 6, 2013 are incorporated herein for all purposes and establishes specifications, representations, warranties and agreements related to the products and services Contractor is providing to University under this Agreement. These specifications, representations, warranties and agreements are binding on Contractor. Contractor agrees to perform the Work in compliance with its Appendix Four

Responses, and will provide University prior written notice of a change to Contractor's data center or cloud computing subcontractor(s).

11.29 EIR Environment Specifications. Contractor's response to RFP No. ITL01202014-R Appendix Three ("Appendix Three Responses"), attached and incorporated for all purposes, establishes specifications, representations, warranties and agreements related to the environment specifications of EIR that Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements set forth in Appendix Three Responses are binding on Contractor. Contractor agrees to perform the Work in compliance with Appendix Three Responses.

11.30 Project Notification and Reports: Contractor will, upon execution of any Project Addendum (in the form of Exhibit B) under this Agreement, send a fully executed copy to the University at the following address, and directed to the following individual:

UT System Administration
601 Colorado Street, P4100
Austin, TX 78701
Fax: 512-499-4215
Email: dgarza@utsystem.edu
Attention: Daniel Garza
Institute for Transformational Learning

University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

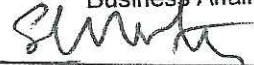
UNIVERSITY:

THE UNIVERSITY OF TEXAS SYSTEM

By: 

Name: Scott C. Kelley, Ed.D.

Title: Executive Vice Chancellor for
Business Affairs


STEVEN METZ 7/14/14

Attachments:

- EXHIBIT A** – Scope of Services
- EXHIBIT B** – Project Addendum
- EXHIBIT C** – Baseline Pricing
- EXHIBIT D** – HUB Subcontracting Plan
- EXHIBIT E** – FERPA Confidentiality & Security Addendum

CONTRACTOR:

:

By: 

Name: Quincy J. Lowman

Title: President

Attest: 

Corporate Secretary

EXHIBIT A

SCOPE OF SERVICES

Contractor, upon the request of University or a Requesting Institution, will provide the following categories of services:

- a. **Digital audio/video production and post-production**
Contractor shall create high-quality digital audio and HD video for instruction and course promotion/marketing. Content shall include, but is not limited to, short lecture captures, green screen compositing, screencasts, podcasts, demonstrations, and simulations. Final products shall be optimized for online and mobile delivery.
- b. **Motion graphics and animations**
Contractor shall create dynamic high-quality motion graphics and animations for instructional and promotional visualizations. Final products shall be optimized for online and mobile delivery.
- c. **Graphic design and/or illustrations**
Contractor shall create high-quality graphics and illustrations for instructional and promotional visualizations. Deliverables include, but are not limited to, diagrams, charts, info-graphics, logos, icons, posters, style guides & brochures. Final products shall be optimized for print, web-based, and mobile delivery.
- d. **Instructional design**
Contractor shall work in close collaboration with project staff and faculty content experts to guide the design and development of instruction and accompanying assessment. To do so, the Contractor shall apply the most effective evidenced-based practices for face-to-face, blended, and online teaching and learning across a variety of subjects and instructional formats (term based, competency based).
- e. **Digital rights clearance services**
Contractor shall work in close collaboration with University project staff and faculty content experts to obtain editorial/permissions/rights to digital content for online course development.

EXHIBIT B

FORM OF PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between _____, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") and _____ ("Contractor"). This Addendum (the "Addendum") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective April __, 2014, in effect between The University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas ("University"), and Contractor. This Addendum has an Addendum Effective Date (herein so called) of _____, 20__.

By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Project:

Subject to the terms of the Agreement, Contractor shall perform the following services:

[Designate services to be performed based on the list of services in Exhibit A of the Agreement.]

Schedule:

Contractor will commence performance of the Project beginning on _____, 20__, and complete the Project no later than _____, 20__. Contractor shall deliver the Project in accordance with the following schedule of delivery dates:

[Specify each service and the corresponding delivery date.]

Expenses and Disbursements: Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution in advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by Requesting Institution for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will

submit to Requesting Institution receipts, invoices, and other documentation as required by Requesting Institution.

Project Notification:

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System

Phone: _____

Email: _____

Fees and Reimbursable Expenses and Disbursements

The Fee Cap for this Project is \$_____.

The Expense Cap for this Project is \$_____.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

[NAME OF REQUESTING INSTITUTION]

[NAME OF CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C

BASELINE PRICING

2014 CY Baseline Pricing Per Institution

Notes on production costs:

The following are some general guidelines to rates:

Shooting with a small crew of two or three \$2,000 to \$5,000

Shooting with a medium size crew \$6,000 to \$10,000

Shooting with a large crew \$11,000 to \$40,000

Production crew ten-hour rate

Directors	<u>\$650 to \$4,000</u>
Producer	<u>\$600</u>
Production assistant	<u>\$175</u>
Sound	<u>\$500</u>
Digital media manager	<u>\$450</u>
Lighting and Grip	<u>\$450 to \$650</u>
Make-up	<u>\$450 to \$650</u>
Teleprompter	<u>\$500</u>
Script Supervisor	<u>\$500</u>

Writers per hour

Primary writer	<u>\$65 to \$95</u>
Research assistant	<u>\$35 to \$50</u>

Actors 8-hour day rate

Primary actor day player	<u>\$650</u>
On Camera spokes person	<u>\$1,500 to \$2,000</u>
Secondary actor	<u>\$450</u>
Extras	<u>\$200</u>
Voice over per hour	<u>\$200</u>

Production equipment ten-hour rate

HD Camera package	<u>\$450 to \$1,200</u>
Sound package	<u>\$200</u>
Lighting and Grip	<u>\$175 to \$1,200</u>
Camera dolly	<u>\$275</u>

Sound stage per day

Insert stage	<u>\$600</u>
Large stage	<u>\$1,200</u>

Editorial

Editing Daily	<u>\$1,600</u>
Editing hourly	<u>\$200</u>
2D graphics hourly	<u>\$150 to \$200</u>
3D graphics hourly	<u>\$250 to \$600</u>
Original music	<u>\$5,000 plus</u>
Stock music per select	<u>\$150 to \$200</u>
Audio studio hourly	<u>\$175</u>

Rights Clearance

Research hourly	<u>\$60</u>
Legal	<u>\$360</u>

Instructional design

Instructional design hourly \$65 to \$125

Mark up

Production costs %35
Editorial %35

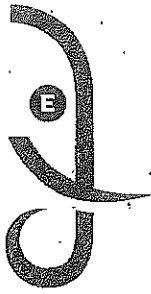
EXHIBIT D

HUB SUBCONTRACTING PLAN

Elephant Productions, Inc.
Historically Underutilized Business
Subcontracting Plan (HSP)

The University of Texas Systems
Selection of Vendor to Provide
Learning Environment Design & Development at the University
Systems

Requisition # ITL01202014-R



**E L E P H A N T
P R O D U C T I O N S**

3404 Guadalupe Street

Austin, TX 78705

tel: 512.302.3130

fax: 512.302.9022

www.elephantproductions.com

January 14, 2014

Mr. Hopeton Hay
Director, HUB & Federal Small Business Program
The University of Texas System
702 Colorado, Suite 6.600
Austin, Texas 78701

Re: Historically Underutilized Business Plan for Learning Environment Design and Development RFP No.
ITL01202014

Dear Mr. Hay,

In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan as an integral part of our response in connection with your invitation for Request for Proposals referencing the above project.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13 and the goal as stated in Agency Special Instructions section of the HUB Subcontracting Plan, page 9.

Select one of the following:

☐ 23.4% for all building construction, including general contractors and operative builders contracts

☐ 32.7% for all special trade construction contracts

☐ 23.6% for professional services contracts

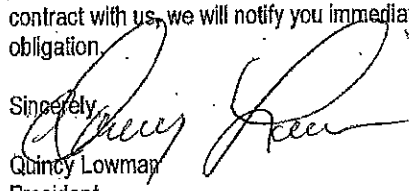
☒ 24.6% for all other services contracts

☐ 34% for commodities contracts

Subcontractors	# of Subcontractors	Total Subcontract \$ Value	Total Estimated %	% Minority Owned	% Woman Owned
HUB	2	TBD	TBD		2
Non-HUB					
TOTAL					

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller certification document, or, if the HUB is certified by another Texas Comptroller approved certifying agency, a copy of their approved certification document. Should we discover additional subcontractors claiming Historically Underutilized Business status during the course of this contract we will notify you of the same. In addition, if for some reason a HUB is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,


Quincy Lowman
President

(cc: Contract Administrator



E L E P H A N T
P R O D U C T I O N S

3404 Guadalupe Street

Austin, TX 78705

tel: 512.302.3130

fax: 512.302.9022

www.elephantproductions.com

January 14, 2014

Mr. Hopeton Hay
Director HUB & Federal Small Business Program
The University of Texas System
702 Colorado, Ste. 6.600
Austin, TX 78701

Re: Historically Underutilized Business Plan for Learning Environments Design and Development
Project Number ITL01202014

Dear Mr. Hay:

In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for proposals, referencing Project Number ITL01202014-R.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented by a two part HUB Subcontracting Plan (HSP) process. Part one (1) of the HSP submission will reflect self-performance with the appropriate sections completed per the instructions in Option One of the HSP Quick Checklist located on page 9 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs).

As the scope of work/project is defined under this ID/IQ contract, part two (2) of the process will require a revised HUB Subcontracting Plan (HSP) and the Good Faith Effort will be documented per instructions in Attachment B (page 15-16) and Option Four of the HSP Quick Check List. The revised HUB Subcontracting Plan will be submitted to the HUB Coordinator prior to execution of each contract process. Documentation of subcontracted work will be provided with each pay request.

Sincerely,


Quincy Lowman

cc: Project Manager



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.13(d)(1)(D)(iii), the goals below are the applicable goals for the University of Texas System Administration only.

Other Service HUB Goal – 24.6%

Commodities HUB Goal – 34%

Special Trades HUB Goal – 32.7%

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meets the Good Faith Effort prescribed in Method B (Attachment B). See instructions for Option Four on the HSP Quick Check List. **No other Good Faith Effort method will be accepted.**
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity – Two (2) part process:
 1. Submit a Letter of HUB Commitment (page 8) and a Good Faith Effort described in Option One.
 2. Submit a revised HSP prior to execution of each contract process as described in Option Four of Quick Check List.
- Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered Non-responsive.
- Respondents who intend to Self-Perform all of their work shall submit an HSP for Self Performance HUB Subcontracting Plan (HSP).
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.
- Please note that phone logs are no longer acceptable documentation of Good Faith Effort. Only fax, email and certified letter are acceptable.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Elephant Productions, Inc State of Texas VID #: 17426927079
- Point of Contact: Quincy Lowman Phone #: 512-302-3130
- E-mail Address: quincy@elephantproductions.com Fax #: 512-302-9022
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: REF No ITL01202014-R Bid Open Date: 01-21-2012
(mm/dd/yyyy)

Enter your company's name here: Elephant Productions, Inc

Requisition #: ITL01202014-R

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☒ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Instructional design	7		
2	Closed Caption service	1		
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		8 %	%	%

Rev. 02/12

Enter your company's name here: Elephant Productions, Inc.

Requisition #: ITL01202014-R

SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
		%	%	%
		%	%	%
		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☒ - No (If No, continue to Item d, of this SECTION.)

- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☒ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Elephant Productions, Inc.

Requisition #: ITL01202014-R

SECTION 3 SELF-PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☒ **Yes** (If **Yes**, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ **No** (If **No**, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Quincy Lowman

Printed Name

President

Title

January, 14, 2014

Date
(mm/dd/yyyy)

Opportunity 1 – Instructional Design Services

Attachment B

E-mail notice to vendor

E-mail notice to Trade Organizations

HSP Opportunity Notification Form

Our form with extended details

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Elephant Productions, Inc

Requisition #: ITL01202014-R

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 1 Description: Instructional design services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Brightleaf group, Inc	W01/E 1742646897500	01-02-2014 ✓	X <input type="checkbox"/> - Yes <input type="checkbox"/> - No
Entera and Partners LLC	W01/E 1731727132200	01-02-2014 ✓	<input type="checkbox"/> - Yes X <input type="checkbox"/> - No
Four Victor Group	HE/M 1454906749500	01-02-2014 ✓	<input type="checkbox"/> - Yes X <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice:

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Tri-County Black Chamber of Commerce ✓	01-02-2014	X <input type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance ✓	01-02-2014	X <input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Elephant Productions, Inc.

Requisition #: ITL01202014-R

SECTION B-4 SUBCONTRACTOR SELECTION

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 1 Description: Instructional design

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Brightleaf Group <i>WOF</i>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	17426897500		<i>7</i>
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Since there are no specifications concerning any projects other than a broad description of services it is impossible to know at this point in the RFP process. Elephant Productions will amend its HSP report if we are awarded a contract from the University.

Thursday, January 16, 2014 5:17 PM

Subject: Please post

Date: Thursday, January 2, 2014 4:29 PM

From: Quincy Lowman <Quincy@elephantproductions.com>

To: <bids@wbea-texas.org>, <tmarshall@aicct.org>, <procurement@tcbcc.org>

Elephant Productions is in the process of responding to an RFP from the University of Texas.

We are seeking bids form qualified vendors for:

Instructional design services

If you are interested, please review both documents that are attached to this message and share as appropriate with your members.

Feel free to call us with questions.

--

Quincy Lowman

President

3404 Guadalupe St

Austin, TX 78705

512-302-3130

Cell phone: 512-636-5306

Www.elephantprodutitons.com

Tuesday, January 14, 2014 4:05 PM

Subject: Bid opportunity

Date: Thursday, January 2, 2014 4:07 PM

From: Quincy Lowman <Quincy@elephantproductions.com>

To: <Jane.scott@brightleafgroup.com>, <dleverett@enterapartners.com>, <dathan@fourvictorgroup.com>

Elephant Productions is in the process of responding to an RFP from the University of Texas.

We are seeking bids from qualified vendors for:

Instructional design services

If you are interested, please review both documents that are attached to this message.

Feel free to call us with questions.

--
Quincy Lowman
President
3404 Guadalupe St
Austin, TX 78705

512-302-3130
Cell phone: 512-636-5306

www.elephantproductions.com

Tuesday, January 14, 2014 3:59 PM

Subject: Bid

Date: Thursday, January 2, 2014 4:06 PM

From: Quincy Lowman <Quincy@elephantproductions.com>

To: <dathane@fourvictorgroup.com>

Elephant Productions is in the process of responding to an RFP from the University of Texas.

We are seeking bids from qualified vendors for:

Instructional design services

If you are interested, please review both documents that are attached to this message.

Feel free to call us with questions.

--

Quincy Lowman

President

3404 Guadalupe St

Austin, TX 78705

512-302-3130

Cell phone: 512-636-5306



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

Section A PRIME CONTRACTOR'S INFORMATION

Company Name: Elephant Productions, Inc.

State of Texas VID #: 17426927079

Point-of-Contact: Quincy Lowman

Phone #: 512-302-3130

E-mail Address: info@elephantproductions.com

Fax #: 512-302-9022

Section B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: The University of Texas Systems Adm.

Point-of-Contact: Marni Baker

Phone #: _____

Requisition #: RFP No. ITL1202014

Bid Open Date: 01/20/2014
(mm/dd/yyyy)

Section C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

<p>1. Potential Subcontractor's Bid Response Due Date:</p>	<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than 5:00 p.m. Central Time on: 01/15/2014</p> <p style="text-align: right;">Date (mm/dd/yyyy)</p> <p><small>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</small></p> <p><small>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</small></p>
<p>2. Subcontracting Opportunity Scope of Work:</p>	<p>Instructional design</p>
<p>3. Required Qualifications:</p> <p><input type="checkbox"/> Not Applicable</p>	<p>See attached documents</p>
<p>4. Bonding/Insurance Requirements:</p> <p><input type="checkbox"/> Not Applicable</p>	<p>see attached documents</p>
<p>5. Location to review plans/specifications:</p> <p><input type="checkbox"/> Not Applicable</p>	<p>see attached documents</p>

Bid Specifications for:

Instructional designers on a project by project basis

Further information available at:

Elephant Productions, Inc.

3404 Guadalupe Street

Austin, Texas 78705

Contact:

Quincy Lowman

512-302-3130

info@elephantproductions.com

Service required:

Elephant Productions is bidding on a contract for the University of Texas Systems to provide services for the following items:

Digital audio/video production and post-production

Motion graphics and animations

Graphic design and/or illustrations

Instructional design

Digital rights clearance services

The UT proposal does not, at this time have project details to be able to bid on, so we are looking for general pricing information for instructional design services.

Vendor requirements:

Vendor will need a proven background in on-line college level course design and development.

Contract Period:

On a project-by-project basis over a two year period.

Proposal Requirements:

Elephant Productions is bidding on a contract that requires us to gather subcontractor bids and develop a master bid in an extremely tight schedule.

Bidder should respond with complete proposal by 5:00pm, 1/15/2014.

Bidder's proposal should be valid for acceptance by Elephant Productions, Inc.
For at least 180 days from date of proposal.

Elephant Productions, Inc. Reserves the right to cancel any contract resulting
from this bid with 30 days written notice.

Bidder's Response:

Hourly rate	_____
Daily rate	_____
Weekly rate	_____

General Information Required from Subcontract Proposer:

Please provide a general description of your services and your previous
experience in working large corporations and institutions.

Bidders are encouraged to review the University of Texas Systems RFP at this
link:

http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252

Opportunity 1 – Closed-captioning

Attachment B

E-mail notice to vendor

E-mail notice to Trade Organizations

HSP Opportunity Notification Form

Our form with extended details

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Elephant ProductionsRequisition #: ITL01202014

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 2 Description: Closed Caption services

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Strategic Partnerships, Inc. <u>WO/F</u>	1742782963900	01-02-2014 ✓	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Omega Broadcast Group, LP. <u>WO/F</u>	1200123428000	01-02-2014 ✓	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
DeLaune and Associates, Inc. <u>WO/F</u>	1742240657300	01-02-2014 ✓	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Tri-County Black Chamber of Commerce ✓	01-02-2014	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
Women's Business Enterprise Alliance ✓	01-02-2014	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: Elephant Productions, Inc.

Requisition #: ITL01202014-R

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: 2 Description: Closed captioning services

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
DeLaune and Associates, Inc <i>WDF</i>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	174224065730 0	\$	1
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

Since there are no specifications concerning any projects other than a broad description of services it is impossible to know at this point in the RFP process. Elephant Productions will amend its HSP report if we are awarded a contract from the University.

Thursday, January 16, 2014 5:17 PM

Subject: <no subject>

Date: Thursday, January 2, 2014 4:31 PM

From: Quincy Lowman <Quincy@elephantproductions.com>

To: <bids@wbea-texas.org>, <tmarshall@aicct.org>, <procurement@tcbcc.org>

Elephant Productions is in the process of responding to an RFP from the University of Texas.

We are seeking bids form qualified vendors for:

Closed captioning

If you are interested, please review both documents that are attached to this message and shore as appropriate with your members.

Feel free to call us with questions.

--

Quincy Lowman

President

3404 Guadalupe St

Austin, TX 78705

512-302-3130

Cell phone: 512-636=5306

[Www.elephantproducitons.com](http://www.elephantproducitons.com)

Tuesday, January 14, 2014 4:20 PM

Subject: Bid opportunity

Date: Thursday, January 2, 2014 4:12 PM

From: Quincy Lowman <Quincy@elephantproductions.com>

To: <renee@delaine.com>, <pfry@omegabroadcast.com>, <kyoshid@spartnerships.com>

Elephant Productions is in the process of responding to an RFP from the University of Texas.

We are seeking bids from qualified vendors for:

Closed Captioning services

If you are interested, please review both documents that are attached to this message.

Feel free to call us with questions.

--

Quincy Lowman

President

3404 Guadalupe St

Austin, TX 78705

512-302-3130

Cell phone: 512-636-5306



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

Section A**PRIME CONTRACTOR'S INFORMATION**Company Name: Elephant Productions, Inc.State of Texas VID #: 17426927079Point-of-Contact: Quincy LowmanPhone #: 512-302-3130E-mail Address: info@elephantprouductions.comFax #: 512-302-9022**Section B****CONTRACTING STATE AGENCY AND REQUISITION INFORMATION**Agency Name: The University of Texas Systems Adm.Point-of-Contact: Marni Baker

Phone #: _____

Requisition #: RFP No. ITL1202014Bid Open Date: 01/20/2014
(mm/dd/yyyy)**Section C****SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION**

1.	Potential Subcontractor's Bid Response Due Date:	If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than 5:00 p.m. Central Time on: 01/15/2014 Date (mm/dd/yyyy)
<small>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency. (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</small>		
2.	Subcontracting Opportunity Scope of Work:	Closed caption service
3.	Required Qualifications: <input type="checkbox"/> Not Applicable	See attached documents
4.	Bonding/Insurance Requirements: <input type="checkbox"/> Not Applicable	see attached documents
5.	Location to review plans/specifications: <input type="checkbox"/> Not Applicable	see attached documents

Bid Specifications for:
Closed Captioning Services

Further information available at:
Elephant Productions, Inc.
3404 Guadalupe Street
Austin, Texas 78705
Contact:
Quincy Lowman
512-302-3130
info@elephantproductions.com

Service required:

Elephant Productions is bidding on a contract for the University of Texas Systems to provide services for the following items:

Digital audio/video production and post-production
Motion graphics and animations
Graphic design and o/or illustrations
Instructional design
Digital rights clearance services

The UT proposal does not, at this time have project details to be able to bid on so we are looking for general pricing information for closed captioning services

Vendor requirements:
Experience with closed captioning

Contract Period:

Two years

The prospective vendor must bid on captioning services for these broadcasts for two years.

Proposal Requirements:

Elephant Productions is bidding on a contract that requires us to gather subcontractor bids and develop a master bid in an extremely tight schedule.

Bidder should respond with complete proposal by 5:00pm, 1/15/2014.

Bidder's proposal should be valid for acceptance by Elephant Productions, Inc. for at least 180 days from date of proposal.

Elephant Productions, Inc. Reserves the right to cancel any contract resulting from this bid with 30 days written notice.

Bidder's Response:

Cost per minute of screen time _____

General Information Required from Subcontract Proposer:

What are your captioning capabilities?

How long have you been performing closed-captioning services?

Provide a general background about your company.

Bidders are encouraged to review the University of Texas Systems RFP at this link:

http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

HSP Requirement

Elephant Productions certifies that it has reviewed the appropriate rules and code regarding the requirements of HUB Subcontracting Plans (HSPs).

HSP Submission and University of Texas Review

The following pages contain our HSP. It consists of:

- Overview and methodology employed in the Good Faith Effort.
- HSP Section 1 (Respondent information).
- HSP Section 2 (Subcontracting intentions and opportunity descriptions).
- HSP Section 4 (Affirmation).
- Detail document outlining the HUBS and trade organizations we notified and their contact details.

And then, for each subcontracting opportunity that we identified:

- HSP Good Faith Effort – Method B (attachment B)
- Copies of time-stamped e-mail messages to (at least) 3 Texas-certified HUB vendors in good status.
- Copies of time-stamped e-mail messages to (at least) 2 minority or women trade organizations.
- Copies of the HUB Subcontracting Opportunity Notification Form that we sent in our e-mails.
- Copies of our own form that we sent in our e-mails, providing more detailed information and descriptions of the opportunities for potential bidders.

Note: The RFP from the University is for a master contract and did not have specifications for a particular project or product which makes it difficult to identify potential sub-contracts or to obtain any pricing from the ones we did identify. If chosen as a vendor to the University Elephant Productions anticipates amending our HUB report once there are more details.

Requirements for Completing the HSP Forms

Elephant Productions has completed for 1 through 4 as suggested by the University and we will amend the HUB report once we have more information and specifications for each project. Hopefully we will be able to identify more subcontract opportunities.

Elephant Productions does intend to subcontract and has completed all appropriate diligence for the HSP Good Faith Effort - Method B.

Subcontracting Opportunities

Elephant Productions has identified the following potential subcontracting opportunities. Further detail on each of the identified opportunities and our outreach efforts for each can be found in the following pages of this HSP.

- 1) Opportunity: Instructional design
- 2) Opportunity: Closed-captioning Services

Post Contract Award

Elephant Productions acknowledges, and will comply with all requirements as outlined in Appendix Two.

Elephant Productions HSP,
Overview and methodology employed in the Good Faith Effort.

We have identified couple of known potential subcontracting opportunities in our approach to this proposal.

In most categories, we began with a narrowed geographical search for vendors in Travis County. This is a preference based on the desire for rapid customer service and response.

We also evaluated the overall business offerings of potential vendors, and considered whether the specific service for which we were searching was an ancillary, or an integral part of their overall business.

In all cases we reached out to at least three HUBs Each notice included the HUB Subcontracting Opportunity Form but, also attached a document containing more detail than the form allowed space for.

We also sent each opportunity, with both attachments, to three minority or women trade organizations.

The HSP Good Faith Effort – Method B (attachment B) Form in this HSP lists only the first three HUBs and the first two minority or women trade groups. The others are included in our list of contacts in the following pages.

LIST OF HUBS TO BID

1) Opportunity: Instructional design service

CLASS 924

Focused on: 924-16 Course development

CMBL/HUB Vendor Detail

Vendor ID / Number: 1742646897500 / 24801

HUB Status: A (HUB on CMBL)

HUB Expire Date: 20-Dec-17

Vendor Name: BRIGHTLEAF GROUP

Vendor Address: 7000 NORTH MOPAC

SUITE 200

AUSTIN, TX 78731

USA

County: TRAVIS

Vendor URL: www.brightleafgroup.com

Contact: Jane Scott

Phone / Fax: 512-795-8900/512-795-8907

Email Address: jane.scott@brightleafgroup.com

Ethnicity / Gender: WO / F

Business Description: A one stop shop for communications services. Business Category: Small

Business: Y

CMBL Expire Date: 22-MAY-14

CMBL/HUB Vendor Detail

Vendor ID / Number: 1731727132200 / 479817

HUB Status: A (HUB on CMBL)

HUB Expire Date: 22-MAR-17

Vendor Name: ENTERA AND PARTNERS LLC

Vendor Address: 6471 HART LANE

AUSTIN, TX 78731

USA

County: TRAVIS

Vendor URL: WWW.ENTERAPARTNERS.COM

Contact: DEBORAH J. LEVERETT

Phone / Fax: 512-873-8500

Email Address: DLEVERETT@ENTERAPARTNERS.COM

Ethnicity / Gender: WO/F

Business Description: Organizational development, management, training and development

Small Business: Y

CMBL Expire Date: 25-JUL-14

CMBL/HUB Vendor Detail

Vendor ID / Number: 1454906749500 / 475391

HUB Status: A (HUB on CMBL)

HUB Expire Date: 02-JUL-16

Vendor Name: FOUR VICTOR GROUP

Vendor Address: 11125 CALAVAR DR

AUSTIN, TX 78726

County: TRAVIS

Vendor URL: [HTTP://FOURVICTORGROUP.COM](http://FOURVICTORGROUP.COM)

Contact: DATHAN COPELAND

Phone / Fax: 512-739-3034

Email Address: dathan@fourvictorgroup.com

Ethnicity / Gender: HI / M
Business Description: TRAINING AND CONSULTING
Small Business: Y
CMBL Expire Date: 16-APR-14

2) Opportunity to bid: Closed captioning services

CLASS 915

Focused on: 915-25, Closed captioning service

CMBL/HUB Vendor Detail

Vendor ID / Number: 1742782963900 / 20095
HUB Status: A (HUB on CMBL)
HUB Expire Date: 10-JUN-14
Vendor Name: STRATEGIC PARTNERSHIPS, INC
Vendor Address: 901 S MOPAC, STE100
AUSTIN, TX 78746
County: TRAVIS
Vendor URL: [HTTP://WWW.SPARTNERSHIPS.COM](http://www.spartnerships.com)
Contact: KIRK YOSHIDA
Phone / Fax: 512-531-3927 / 512-478-2561
Email Address: KYOSHIDA@SPARTNERSHIPS.COM
Ethnicity / Gender: WO/F
Business Description: Consulting services in a wide range of expertise
Small Business: Y
CMBL Expire Date: 15-SEP-14

CMBL/HUB Vendor Detail

Vendor ID / Number: 1200123428000 / 46360
HUB Status: A (HUB on CMBL)
HUB Expire date: 28-NOV-15-JUN-14
Vendor Name: OMEGA BROADCAST GROUP, L.P
Vendor Address: 817 W HOWARD LANE
AUSTIN, TX 78753
USA
County: TRAVIS
Vendor URL: www.omegabroadcast.com
Contact: David Fry
Phone / Fax: 512-251-7778 / 512-251-8633
Email Address: pfry@omegabroadcast.com
Ethnicity / Gender: WO / F
Business Description: video production, equipment and editing
Small Business: Y
CMBL Expire Date: 07-JUL-14

Vendor ID / Number: 1742240657300 / 24881
HUB Status: A (HUB on CMBL)
HUB Expire Date: 07-JUL-15
Vendor Name: DELAUNE AND ASSOCIATES, INC.
Vendor Address: 3500 JEFFERSON ST, SUITE 320
AUSTIN, TX 78731

USA

County: TRAVIS

Vendor URL: www.delaune.com

Contact: Rene Delaune-Treacy

Phone / Fax: 512-454-4631 / 512-454-4635

Email Address: renee@delaune.com

Ethnicity / Gender: WO / O

Business Description: FULL SERVICE ADVERTISING AND MEDIA COMPANY.

Business Category: OTHER SERVICES INCLUDING LEGAL SERVICES (06)

Small Business: Y

CMBL Expire Date: 02-AUG-14

Minority/Women Trade Organizations to Notify:

Women's Business Enterprise Alliance	American Indian Chamber of Commerce of Texas	Tri-County Black Chamber of Commerce
Website: www.wbea-texas.org Contact: April Day Email: bids@wbea-texas.org Phone: 713-681-9232	Website: www.aicct.org Contact: Tosawi Marshall Email: tmarshall@aicct.org Phone: 972-241-6450 Fax: 972-241-6454	Website: http://www.tcbcc.org/ Contact: Leondria Thompson Email: procurement@tcbcc.org Phone: 832-875-3977 Fax: 281-336-0870

EXHIBIT E

(To be Attached to Each Project Addendum)

FERPA CONFIDENTIALITY & SECURITY ADDENDUM

This Confidentiality and Security Addendum ("Addendum") is made and entered into effective as of [] (the "Effective Date") by and between The University of Texas [], an agency and institution of higher education established under the laws of the State of Texas ("Requesting Institution") and _____ ("Contractor"), (collectively "the Parties"). The purpose of this Addendum is to provide the terms under which Contractor is required to maintain the confidentiality and security of any and all University records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") which Contractor will create, receive and/or maintain on behalf of Requesting Institution pursuant to the Non-Exclusive Master Services Agreement dated __, 2014 ("the Underlying Agreement").

1. **FERPA.** The Parties understand and agree that:

a. As part of the Services that Contractor will provide pursuant to the Underlying Agreement, Contractor will be expected to receive, maintain and or create records or record systems from or on behalf of Requesting Institution that are subject to that are or contain personally identifiable information from Education Records subject to "FERPA" (collectively "FERPA Records") namely: information about students and faculty collected from existing Requesting Institution information technology systems, e.g. SIS, LMS, CRM, etc. Such FERPA Records include any data in any form whatsoever, including electronic, written and machine readable form.

b. Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records created, received and/or maintained by Contractor pursuant to this Agreement will remain the property of the Requesting Institution.

2. **FERPA Compliance.** As to all FERPA Records that Contractor may create, receive or maintain on behalf of Requesting Institution pursuant to the Underlying Agreement, Contractor is designated as a University Official with respect to such FERPA Records only to the extent to which Contractor is required to create, receive or maintain FERPA Records to carry out the Underlying Agreement and understands and agrees to all of the following without reservation:

(a) **Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Contractor shall hold Requesting Institution's FERPA Records in strict confidence. Contractor shall not use or disclose FERPA Records received from or on behalf of Requesting Institution, including any FERPA Records provided by a University student directly to Contractor, except as permitted or required by the Underlying Agreement, this Addendum, or a Project Addendum.

(b) **Maintenance of the Security of FERPA Records:** Contractor shall use the administrative, technical and physical security measures, including secure encryption approved by University in compliance with UT System Information and Resource Use & Security Policy, UTS 165,

<http://www.utsystem.edu/bor/procedures/policy/policies/uts165.html> to preserve the confidentiality and security of all FERPA Records received from, or on behalf of Requesting Institution, its students or any third party pursuant to the Underlying Agreement.

(c) Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information: Contractor, within one day of discovery, shall report to Requesting Institution any use or disclosure of FERPA Records not authorized by this Addendum. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Requesting Institution. For purposes of this subsection (c), an unauthorized disclosure or use includes any access or use of an Education Record by a Contractor employee or agent that the employee or agent does not require to perform a Service or access by any employee or agent that does not involve the provision of such Services.

(d) Right to Audit: Upon reasonable notice, Requesting Institution maintains the right to audit, upon University's reasonable belief that Contractor is not in material compliance with the terms of this Addendum or Contractor's compliance with FERPA as to Requesting Institution's FERPA Records maintained by Contractor. Nothing herein shall be construed to include a right to computer hacking for security or vulnerability tests or for any other purpose. Any such audit conducted under this Section shall: (i) be limited to the Contractor's facilities, systems and operations relating to the FERPA Records; (ii) occur during normal business hours; and (iii) shall not interfere with Contractor's normal business operations. Further, prior to conducting any such audit, all individuals performing such audit shall sign a confidentiality agreement acceptable to both parties.

(e) Five Year Exclusion for Improper Disclosure of Education Records. Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from Requesting Institution's Education Records by Contractor or its employees or agents may result in Contractor's complete exclusion from eligibility to contract with the Requesting Institution.

3. **Return of FERPA Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all FERPA Records created or received from or on behalf of Requesting Institution will be (1) returned to Requesting Institution, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any FERPA Records, Contractor will provide Requesting Institution with written notice of Contractor's intent to destroy FERPA Records. Within five (5) days after destruction, Contractor will confirm to Requesting Institution in writing the destruction of FERPA Records.

4. **Disclosure.** Contractor will restrict disclosure of the FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under this Addendum. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by this Agreement, including requiring each subcontractor or agent to agree to such restrictions and obligations in writing.

5. **Termination.** This Addendum shall remain in effect until Requesting Institution ceases to obtain Services from Contractor or University that involve FERPA terminates this Addendum by giving Contractor 30 days' notice of its intent to terminate. Sections 2, 3, 4, and 6 shall survive termination of this Agreement.

6. **Breach.** In the event of a breach or threatened breach or intended breach of this Addendum by Contractor, the Requesting Institution, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to seek preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

7. **Governing Law.** The validity, construction, and performance of this Addendum are governed by the laws of the State of Texas, and suit may be brought in Travis County, Texas to enforce the terms of this Agreement.

8. **Non-Assignment.** The rights and obligations of the Parties under this Addendum may not be sold, assigned or otherwise transferred.

AGREED TO AND SIGNED BY THE PARTIES.

[NAME OF REQUESTING INSTITUTION]

[NAME OF CONTRACTOR]

By: _____

By: Elephant Productions, Inc. _____

Name: _____

Name: Quincy Lowman _____

Title: _____

Title: President _____

Date: _____

Date: _____

The University of Texas at []

By: _____

By: _____

Date: _____

Date: _____

PROJECT ADDENDUM

Biostats Content Development and Production

This Addendum (the "Addendum") between The University of Texas System an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") and Elephant Productions (the "Contractor") is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective June 1, 2014, in effect between The University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas ("University"), and Contractor. This Addendum has an Addendum Effective Date (herein so called) of May 1, 2015.

By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Project:

Subject to the terms of the Agreement, Contractor shall perform the following tasks to prepare **Biostatistics** modules:

Audio, Video and Graphic Production

- Create five (5) Module "introductory" videos designed to introduce a case relevant to each module and inspire and motivate students for the work to come. The cost for these videos is not to exceed \$72,000.
- Create 21 informational graphics to introduce each enabling objective in the course. The cost for these graphics is not to exceed \$30,000.

Instructional Design and Content Creation

- Create Checks for Understanding exercises and Problems including supporting materials at some combination of "checks for understanding" @ \$190 each and practice problems @ \$350 each. The total cost for these items is not to exceed \$93,000.
- 70-75 worked problems. The cost for the worked problems is not to exceed \$36,800.
- 21 performance-based case activities. The cost for this work is not to exceed \$121,000.

Schedule:

Contractor will commence performance of the Project beginning on May 1, 2015, and complete the Project no later than July 31, 2015. Contractor shall deliver the Project in accordance with the following schedule of targeted delivery dates, with payment tied to deliverables as noted.

Audio, Video, and Graphic Production

Deliverable	Payment
Script	\$10,200
Completion of Principle Photography & Graphics	\$40,800
Final edit	\$51,000

Instructional Design and Content Creation

Deliverable	Payment
Project Plan, Sample items	\$37,620
Module 3 Checks for understanding content	\$37, 620
Module 1 & 2 content and Performance-based case studies for Modules 1-3	\$62,700
Module 4.1-4.2 all content	\$62,700
Module 4.3 & 5 all content	\$50,160

Assumptions, Constraints, Out of Scope

The timing for completion of work under this Project Addendum is dependent on the following:

- The provision of access to content and/or content specifications by UT System to Contractor;
- The provision of content maps for item development quantities by UT System to Contractor;
- Check for understanding sets will contain an average of 5 items;
- There will be two cycles of review by UT System and UT System will aggregate its comments/edits prior to return of the deliverable to Contractor;
- UT System will perform timely reviews of the deliverables in accordance with a schedule to be agreed upon by Contractor and UT System;
- Deliverable development will be on a deliverable development system to be selected by Contractor; and
- Final deliverable delivery will be in Word/XML or another mutually agreeable format.

Project Notification:

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System
Daniel Garza
Institute for Transformational Learning
Phone: 512-579-5198
Email: dgarza@utsystem.edu

Fees and Reimbursable Expenses and Disbursements

The Fee Cap for this Project is \$352,800.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

UT System

By: Scott C. Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 6/15/2015

Elephant Productions, Inc.

By: Quincy J. Lowman

Name: Quincy J. Lowman

Title: President

Date: 6-1-15

ITL

By: Steve Mintz

Name: Steve Mintz

Title: Executive Director

Date: 6/1/15

PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") and Elephant Productions (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective June 15, 2015, in effect between The University of Texas System ("University"), and Contractor. This Addendum has an Addendum Effective Date (herein so called) of June 22, 2015.

By entering into this Addendum the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Statement of Work:

Subject to the terms of the Agreement, Contractor shall perform the following tasks to produce **BioMed**, **Chemistry**, and **Composition** media assets:

Audio, Video and Graphic Production

BioMed Infographics (7)

- Create one (1) Program Level Infographic to illustrate the student's journey through the BioMed Program. The total cost should not exceed \$ 2,000.00.
- Create four (4) BioMed Term I Mission Level Map/Infographics that demonstrate a student's journey or trajectory for each BioMed Mission. This is essentially a visual syllabus to which students will frequently refer. The total cost should not exceed \$ 4,250.00.
- Create one (1) Chemistry Term I Mission Level Map/Infographic that demonstrates a student's journey or trajectory through the Chemistry Mission. This is essentially a visual syllabus to which students will frequently refer. The total cost should not exceed \$ 750.00.
- Create one (1) Freshman Composition Term I Mission Level Map/Infographic that demonstrates a student's journey or trajectory for the Comp Mission. This is essentially a visual syllabus to which students will frequently refer. The total cost should not exceed \$750.00.

Video Trailers (7)

- Create one (1) Biomed Program-level video trailer designed to introduce the viewer to all features/tools of the student experience. Video should include higher order material such as types of learning, tips for success, and keeping on pace. The total cost should not exceed \$7,500.00.
- Create four (4) BioMed Term I Mission-level "introductory" video trailers that highlight content specific to the mission and why it's important. The total cost should not exceed \$21,000.00.

- Create one (1) Chemistry Term I Mission-level "introductory" video trailer that highlights content specific to the mission and why it's important. The total cost should not exceed \$ 5,000.00.
- Create one (1) Freshman Composition Term I Mission-level "introductory" video trailer that highlights content specific to the mission and why it's important. The total cost should not exceed \$ 5,000.00.

Bumper Graphic (1)

- Create one (1) :03-:05 animated logo and sound FX sting of the **UTx** brand to be placed before video content. Purpose is to inspire and create interest in what students are about to learn. The total cost should not exceed \$750.00.

Schedule

Contractor will commence performance of the Project beginning on June 22, 2015, and complete the Project no later than August 15, 2015. Contractor shall deliver the Project in accordance with the following schedule of targeted delivery dates, with payment tied to deliverables as noted.

Deliverable	Date	Payment
Bumper Graphic	7/24/15	\$ 750.00
Biomed Mission 1 Infographic and Trailer	7/31/15	\$ 9,000.00
Balance of Mission-level Infographics	8/7/15	\$ 3,750.00
Balance of Mission-level Trailers	8/14/15	\$ 24,000.00
Biomed Program Infographic and Trailer	8/15/15	\$ 9,500.00
Total		\$ 47,000.00

Project Notification:

Upon execution of any project addendum under this Agreement, Contractor will send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System
Daniel Garza
The Institute for Transformational Learning
Phone: 512-579-5198
Email: dgarza@utsystem.edu

Fees and Reimbursable Expenses and Disbursements

Total fees contemplated by this Addendum are \$ 47,000.00 plus any reimbursable travel expenses.

The Fee Cap for this Project is \$ 47,000.00.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

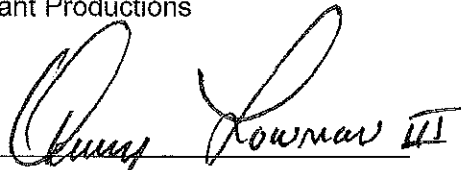
University of Texas System

Elephant Productions

By:



By:



Name: Scott C. Kelley
Executive Vice Chancellor

Name: Quincy Lowman, III

Title: for Business Affairs

Title: President

Date: 8-20-2015

Date: 7-29-15



Marni Baker Stein

CIO, ITL

PROJECT ADDENDUM FOR MEDIA ASSETS IN BIOMEDICAL SCIENCE PROGRAM

This Addendum for Media Assets in Biomedical Sciences Program (the "Addendum") is in effect between the The University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas, ("University") and Elephant Productions (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective June 1, 2014, in effect between University and Contractor. This Addendum has an Addendum Effective Date (herein so called) of December 11, 2015. This Addendum shall be effective from the Effective Date until March 1, 2016.

By entering into this Addendum, the University and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Project:

Subject to the terms of the Agreement, Contractor shall produce media assets for the BS in BioMedical Science program outlined in the table below. Each media asset is a separate "Deliverable" and collectively those media assets are "Deliverables."

Deliverables and any other material developed under this Addendum are Work Materials.

Schedule:

Contractor will commence performance of the Project beginning on the Effective Date, and submit the Deliverables below in accordance with the following schedule. University shall review each Deliverable for acceptance. Acceptance shall be at the University's sole discretion and shall be based on each Deliverable including the elements outlined by the University. Upon acceptance of each Deliverable, Contractor will invoice and University will issue payment in accordance with the Agreement.

Deliverable	Deliverable Due Date	Fee Shall Not Exceed
Scripts for four Term 2 content video introductions. The Term 2 content video introductions shall include course overview, available tools, tips for success and keeping on pace. All master files used by Contractor in the creation and production of infographics for Term 1.	December 18, 2015	\$ 10,920.00
Rough cuts of eight chemistry lab video introductions. The chemistry lab video introductions shall include hands-on labs, including key methods and procedures.	December 21, 2015	\$ 7,168.00
Rough cuts of Term 2 content video introductions	January 5, 2016	\$ 8,000.00
Final: Four Term 2 content video introductions.	January 13, 2016	\$ 8,380.00

Delivery will include .srt files of the scripts for these videos.		
Final: Eight chemistry lab video introductions. Delivery will include .srt files of the scripts for these videos.	January 13, 2016	\$10,752.00

Project Notification:

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System
The Institute for Transformational Learning
Ash Chitre
Email: achitre@utsystem.edu

Fees and Reimbursable Expenses and Disbursements:

The Fee Cap for this Project is \$ 38,400.00.

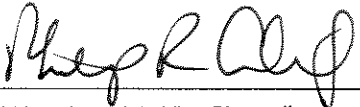
The Expense Cap for this Project is \$1,000.00.

Travel expenses will be reimbursed on a cost basis as outlined below and only with prior approval by University.

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by University advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to University receipts, invoices, and other documentation as required by University.

IN WITNESS WHEREOF, the University and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

The University of Texas System

By: 

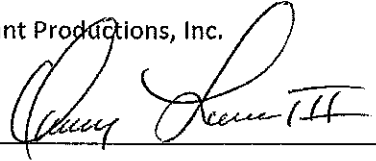
Philip Aldridge, Associate Vice Chancellor
Authorized to sign in the absence of
Scott C. Kelley, Exec. Vice Chancellor for Business Affairs

Date: 12/17/15



Dr. Steve Mintz
Exec. Dir.
ITL

Elephant Productions, Inc.

By: 

Name: Quincy Lowman, III

Title: President

Date: 12-15-15

PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") and Elephant Productions (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective June 15, 2015, in effect between The University of Texas System, ("University"), and Contractor. This Addendum has an Addendum Effective Date (herein so called) of June 15, 2015.

By entering into this Addendum, the undersigned Requesting Institution and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Project:

Subject to the terms of the Agreement, Contractor shall perform the following tasks to produce **BioMed** media assets:

Audio, Video and Graphic Production

- Create four (4) Transmedia Instructional Video Segments or "Virtual Rounds" designed to encourage students to explore families of diseases and conditions from multiple perspectives. Each disease/condition will be explored using five (5) modular segments that will include
 - History (Timeline)
 - Socioeconomic Impact
 - Biomedical Connections
 - Intra- and Inter-personal Patient Experience, and
 - Inter-professional Experience
- The total cost for each will not exceed \$51,950.00.
- Virtual Rounds will be an average length of 15-20 minutes each. The length of the five (5) segments within each Virtual Rounds will vary as appropriate.
- Final delivery of Virtual Rounds will be as editable files.

Schedule:

Contractor will commence performance of the Project beginning on June 22, 2015, and complete the Project no later than October 31, 2015. Contractor shall deliver the Project in accordance with the following schedule of targeted delivery dates, with payment tied to deliverables as noted.

Deliverable	Date	Payment
VR 2 Treatment – Breast Cancer	7-17-15	\$ 18,182.50
VR 1 Treatment – Childhood Obesity	8-3-15	\$ 18,182.50
Final VR 2 – Breast Cancer	8-10-15	\$ 33,767.50
Final VR 1 – Childhood Obesity	8-19-15	\$ 33,767.50
VR 3 Treatment – Sickle Cell Disease	9-4-15	\$ 18,182.50
VR 4 Treatment – Herpes Zoster	9-18-15	\$ 18,182.50
Final VR 3 – Sickle Cell Disease	10-5-15	\$ 33,767.50
Final VR 4 – Herpes Zoster	10 -19-15	\$ 33,767.50
Total		\$ 207,800.00

Project Notification:

Upon execution of any project addendum under this Agreement, Contractor will send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System
Daniel Garza
The Institute for Transformational Learning
Phone: 512-579-5198
Email: dgarza@utsystem.edu

Fees and Reimbursable Expenses and Disbursements

Total fee contemplated by this Addendum is \$ 207,800.00, plus any reimbursable travel expenses.

The Fee Cap for this Project is \$ 207,800.00.

Expenses will be reimbursed on a cost basis, prior approval by ITL required.

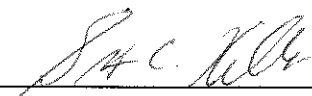
The Expenses Cap for this Project is \$ 3,000.00.

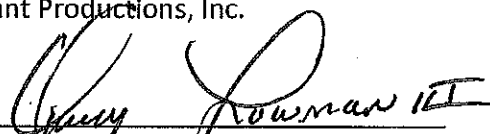
The Total Cap for this Project is \$ 210,800.00.

IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

Elephant Productions, Inc.

By: 

By: 

Name: Scott C. Kelley
Executive Vice Chancellor


Name: Quincy Lowman, III

Title: for Business Affairs

Title: President

Date: 8-20-2015

Date: 7-29-15



Marni Baker Stein
CIO, ITL

2016-719
2014-184

PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas, ("University") and Elephant Productions (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective June 1, 2014, in effect between University and Contractor. This Addendum has an Addendum Effective Date (herein so called) of August 12, 2016. This Addendum shall be effective from the Effective Date until November 17, 2016.

No patient-related information shall be accessed Contractor, in any format, filming or interviews of the patient, from staff or patients at the facility unless and until the facility obtains a HIPAA compliant authorization signed by the patient, or if applicable, the patient's legal representative. Images of employees or patients in medical facilities shall not be captured in any format without Producer obtaining express, written permission by those employees or patients.

By entering into this Addendum, the University and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Contractor agrees that to the extent possible, it will ensure that any services provided at a facility will be conducted in a way that ensures minimal disruption to the facility and its staff.

Project:

Subject to the terms of the Agreement, Contractor shall perform the following tasks to produce media assets for the BS in BioMedical Science program:

- Create three (3) transmedia instructional video segments or "Virtual Rounds" or "VR" designed to encourage students to explore families of diseases and conditions from multiple perspectives. Each disease/condition will be explored using up to five modular segments that will include History (Timeline), Socioeconomic Impact, Biomedical Connections, Interprofessional Team, and Patient Experience
- Each Virtual Round will have a total average running time of 15-20 minutes.
- All deliverables under this Addendum are Work Materials.

Schedule:

Contractor will commence performance of the Project beginning on the Effective Date, and submit the deliverables below in accordance with the following schedule. University shall review each deliverable for acceptance. Acceptance shall be at the University's sole discretion and shall be based on each deliverable including the elements outlined above. Upon acceptance of each deliverable, Contractor will invoice and University will issue payment in accordance with the Agreement.

Deliverable	Deliverable Due Date	Fee Shall Not Exceed
Final Production Plan VR 11	August 25, 2016	\$ 21,830.00
Final Delivery VR 11	September 29, 2016	\$ 32,745.00
Final Production Plan VR 12	August 31, 2016	\$ 21,830.00
Final Delivery VR 12	October 10, 2016	\$ 32,745.00
Final Production Plan VR 13	September 9, 2016	\$21,830.00
Final Delivery VR 13	October 17, 2016	\$32,745.00

Project Notification:

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System
The Institute for Transformational Learning
Ash Chitre
Email: achitre@utsystem.edu

Fees and Reimbursable Expenses and Disbursements:

The Fee Cap for this Project is \$163,725.

The Expense Cap for this Project is \$12,000.

Travel expenses will be reimbursed on a cost basis, with prior approval by University required.

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by University advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to University receipts, invoices, and other documentation as required by University.

IN WITNESS WHEREOF, the University and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

University of Texas System

Elephant Productions, Inc.

By: 

By: 

Name: Dr. Scott Kelley

Name: Quincy Lowman, III

Title: Executive Vice Chancellor for Business Affairs

Title: President

Date: 8/11/2016

Date: 8-11-16



Dr. Steve Mintz

Exec. Dir.

ITL

PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas, ("University") and Elephant Productions (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective June 1, 2014, in effect between University and Contractor. This Addendum has an Addendum Effective Date (herein so called) of November 9, 2015. This Addendum shall be effective from the Effective Date until May 31, 2016.

By entering into this Addendum, the University and Contractor agree to the terms and conditions set forth in the Agreement. All of the terms and conditions of the Agreement are incorporated into this Addendum for all purposes. Unless otherwise specified in this Addendum, all defined terms used in this Addendum have the same meaning as assigned to those terms in the Agreement.

Project:

Subject to the terms of the Agreement, Contractor shall perform the following tasks to produce media assets for the BS in BioMedical Science program:

- Create six (6) transmedia instructional video segments or "Virtual Rounds" or "VR" designed to encourage students to explore families of diseases and conditions from multiple perspectives. Each disease/condition will be explored using up to five modular segments that will include History (Timeline), Socioeconomic Impact, Biomedical Connections, Interprofessional Team, and Patient Experience
- Each Virtual Round will have a total average running time of 15-20 minutes.
- A new segment tentatively titled 'Biomedical Career Stories' will be delivered with each new Virtual Round. This segment, which will run to no more than 2.5 minutes each, will illustrate other career opportunities in the biomedical fields.
- All deliverables under this Addendum are Work Materials.

Schedule:

Contractor will commence performance of the Project beginning on the Effective Date, and submit the deliverables below in accordance with the following schedule. University shall review each deliverable for acceptance. Acceptance shall be at the University's sole discretion and shall be based on each deliverable including the elements outlined above. Upon acceptance of each deliverable, Contractor will invoice and University will issue payment in accordance with the Agreement.

Deliverable	Deliverable Due Date	Fee Shall Not Exceed
Final Production Plan VR 5	November 16, 2015	\$ 21,830.00
Final Delivery VR 5	January 18, 2016	\$ 32,745.00
Final Production Plan VR 6	November 23, 2015	\$ 21,830.00

Final Delivery VR 6	February 1, 2016	\$ 32,745.00
Final Production Plan VR 7	January 4 , 2016	\$ 21,830.00
Final Delivery VR 7	February 15, 2016	\$ 32,745.00
Final Production Plan VR 8	January 18, 2016	\$ 21,830.00
Final Delivery VR 8	March 28, 2016	\$ 32,745.00
Final Production Plan VR 9	February 1, 2016	\$ 21,830.00
Final Delivery VR 9	April 4, 2016	\$ 32,745.00
Final Production Plan VR 10	February 15, 2016	\$ 21,830.00
Final Delivery VR 10	April 18, 2016	\$ 32,745.00

Project Notification:

Contractor will, upon execution of any project addendum under this Agreement, send a fully executed copy of each project addendum to the attention of the University at the following address:

The University of Texas System
The Institute for Transformational Learning
Ash Chitre
Email: achitre@utsystem.edu

Fees and Reimbursable Expenses and Disbursements:

The Fee Cap for this Project is \$ 327,450.00.

The Expense Cap for this Project is \$20,000.

Travel expenses will be reimbursed on a cost basis, with prior approval by ITL required.

Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by University advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, airfare and all other expenses related to travel. Further, Contractor agrees and acknowledges that Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts set forth in the then-current Travel Reimbursement Rates. As a condition precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to University receipts, invoices, and other documentation as required by University.

IN WITNESS WHEREOF, the University and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

Institute for Transformational Learning

By: Scott C. Kelley

Name: Dr. Scott C. Kelley

Title: Exec. Vice Chancellor, Business Affairs

Date: 11-19-2015

Steve Mintz

Dr. Steve Mintz

Exec. Dir.

ITL

Elephant Productions, Inc.

By: Quincy Lowman III

Name: Quincy Lowman, III

Title: President

Date: 11-13-15