

STATEMENT OF WORK

Enterprise Learning Solutions

This Statement of Work (“SOW”) dated as of September 1, 2021 (“SOW Effective Date”) is entered into by and between University of West Florida Board of Trustees (“UWF”) with its office at 11000 University Pkwy, Pensacola, FL 32514 and Wiley edu, LLC (“Wiley”) with offices at 851 Trafalgar Court, Suite 420 W, Maitland, FL 32751 (“Wiley”) pursuant to and under the Educational and Management Services Agreement between the parties ("Agreement") dated August 31, 2018. The terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. UWF and Wiley may be individually or collectively referred to as a “Party” or “Parties.”

WHEREAS, UWF wishes to engage Wiley to provide consulting or project-based services as described herein;

THEREFORE, UWF and Wiley agree to the following project scope, deliverables, and fees.

Statement of Work Term.

The term for this Statement of Work commences on the SOW Effective Date and will continue until October 1, 2022, unless earlier terminated pursuant to the Agreement (the “SOW Term”).

Scope of Project.

Wiley will provide support to nine (9) UWF education programs through Wiley’s Enterprise Learning Solutions (ELS) channel. Wiley will provide Marketing Services, University Direct Services, and Enrollment Services support on UWF’s partnership accounts (collectively, the “Services”) to drive leads and starts. The nine (9) programs for which Wiley will provide the Services include: BA Elementary Education, BA Exceptional Student Education Certification, BS Instructional Design and Technology, MA Exceptional Student Education- Special and Alternative Education specialization, MEd Instructional Design and Technology, MEd Reading Education, EdS Curriculum & Instruction, EdD Curriculum & Instruction, and EdD Instructional Design and Technology (the “Programs”).

A. Marketing Services

Technical Set-Up & Implementation

Wiley activities:

- One-time set-up and configuration of programs with Wiley’s CRM
- Hosting, setup, and testing of all landing page forms

Assumptions:

- State Authorization: Students are advised to contact the appropriate licensing agency in states outside of Florida to request information and additional guidance before beginning or continuing a program that leads to licensure or certification.

- Professional Licensure or Certification: For Programs that lead to professional licensure or certification, UWF is responsible for informing Wiley of UWF's state-by-state determinations whether the Program's curriculum meets educational requirements for professional licensure or certification in a state.

Creative Production

Wiley activities:

- Landing Pages;
 - Wiley will update copy and lead form on the 2 existing corporate partnership and community college partnership landing pages to add the Programs.
 - Wiley will create 2 new education suite landing pages for the corporate partnerships and community college partnerships to promote the Programs and the existing Wiley-managed education programs.
- One-Sheet Brochures (8.5" x 11", 1 or 2-sided)
 - Wiley will update copy on the 2 existing corporate partnership and community college partnership one sheets to add the Programs.
 - Wiley will create 2 new one sheets for the education suite and Florida education requirements to promote the Programs and the existing Wiley-managed graduate education Online Programs.
- Webinar: Wiley will create a webinar presentation for the education suite to promote the Programs and the existing Wiley-managed graduate education Online Programs.
- Account Executive (AE) Emails: Wiley will update the copy in the existing Account Executive email outreach templates for the corporate partnerships and community college partnerships to promote the Programs.
- Event Materials: Wiley will create 2 new education suite pull-up banners for corporate partnerships and community college partnerships to promote the Programs and the existing Wiley-managed graduate education Online Programs.
- Recruitment Emails: Wiley will update existing Salesforce and marketing automation email templates to promote the Programs.
- Wiley will add a disclaimer to the aforementioned marketing assets to denote the Programs are not eligible for a corporate discount.

Assumptions:

- There will be one round of UWF creative review of all assets, including Wiley-sourced imagery (if needed)
- UWF will designate a single point of contact to facilitate UWF review of the deliverables and feedback consolidation. Feedback must be given within 5 business days of receipt.

Deliverables:

- Update 2 existing landing pages and create 2 new landing pages
- Update 2 existing one-sheet brochures and create 2 new one-sheets
- 1 webinar presentation
- Updates to AE email templates

- 2 new pull-up banners
- Updates to existing recruitment emails

Account & Project Management Services

Wiley activities:

- Wiley will provide strategic guidance and oversight of efforts for the Programs. Includes management of project status, budget, management of assets, optimizations and reporting.

Assumptions:

- UWF will have a main point of contact to participate in status meetings.

Deliverables:

- Monthly status meetings
- Monthly performance report including leads and applications by Program.

B. University Direct Partnership Services

University Direct

Wiley will market the Programs to UWF's partnership network of corporations, associations, and community colleges who provide education benefits to their employees, members, and students (the "University Direct Partnership").

Wiley Activities:

- Wiley will conduct digital and in-person outreach to UWF's University Direct Partnership accounts to market the Programs and generate qualified leads.
- Wiley will work to enhance the relationships with UWF's preexisting University Direct Partnership accounts.
- Wiley will work to secure new strategic partner accounts that will drive new student enrollment numbers in the Programs.
- Wiley will support accounts at strategic events and conferences when budget and availability permit.
- When possible, Wiley will provide feedback to UWF on lead and/or account opportunities lost due to the lack of a corporate discount on the Programs.

Assumptions:

- UWF agrees to identify or tag University Direct Partnership students in application and/or student information systems for efficient invoicing.
- UWF agrees to provide a full and complete list of all business-to-business partnerships it has currently, and update said list quarterly.
- UWF agrees to work with Wiley to provide the necessary timely support and approvals in order to facilitate success in developing organization partnerships and marketing the Programs under this SOW.

C. Enrollment Services

Inquiry to Admission Enrollment Support

Wiley Activities:

- Wiley will engage in the services described below to support the enrollment process along the prospective student journey:
 - Pre-Qualification (Inquiry to Contact): Wiley shall engage prospective student leads through the contact information provided in their submitted RFI forms, using multiple modalities, such as phone, email, and SMS text messages over the span of ten (10) business days to verify contact data and the prospective students' desires to learn more about UWF and the Programs.
 - Enrollment (Inquiry to Admission): Wiley will provide inquiry-to-admission recruitment support utilizing our Student Engagement Model (SEM) and Behavioral Analytics (BA) to recruit qualified students interested in and capable of matriculating through the Programs. Once pre-qualification contact is made with a prospective student, Wiley staff members will guide the student through to the completion of the application process.
 - "Student Engagement Model" refers to Wiley's proprietary methodology for engagement and interaction with prospective students. The design of the model ensures students are provided with sufficient information to make enrollment decisions while supported through a structured process by a Wiley team member.
 - "Behavioral Analytics" serves many purposes for Wiley. It ensures all calls are archived for training, development, and compliance purposes. Wiley team members are trained on the Behavioral Model which is used in conjunction with Behavioral Analytics to linguistically determine a student's preferred communication style and foster better and more personalized engagements.

Review and Approval.

Wiley shall provide UWF with all Deliverables for review and approval and UWF shall respond to all requests for approval within five (5) business days after receipt. UWF shall provide a single point of contact who will collect feedback from stakeholders at UWF and consolidate stakeholder feedback and suggested edits into a single document for Wiley. If UWF does not approve the Deliverables, UWF shall provide to Wiley a written explanation describing the reasons for such disapproval and an explanation for correction necessary to receive UWF's approval. Approval by UWF shall not be unreasonably withheld or delayed.

If UWF exceeds the five (5) business days for review of a Deliverable or any other feedback, content, assets, or payment is delayed, Wiley shall put all Services required by this SOW on hold. Once UWF provides the necessary assets the project will be re-activated and rescheduled based on Wiley's current workload and availability.

Fees and Expenses.

In exchange for the Services provided hereunder, UWF shall pay to Wiley the following fees and expenses pursuant to this SOW:

Services	Amount
Marketing <ul style="list-style-type: none"> Technology Set-Up and Implementation Marketing Asset Creation and Updates to Existing Assets Retainer for Brand and Project Management 	\$34,569
Enrollment Services <ul style="list-style-type: none"> Reporting and Analytics to Support Admissions Activities Contact Center and Inquiry-to-Admission Support including Management Oversight 	\$67,948
University Direct Services <ul style="list-style-type: none"> University Direct Staffing 	\$47,483
Total	\$150,000

Wiley will invoice UWF for the total fees of \$150,000 in accordance with the following schedule:

- Marketing Services (\$34,569) will be invoiced upon execution of this SOW.
- The remaining balance of \$115,431 (Enrollment Services (\$67,948) and University Direct Partnership Services (\$47,483)) will be invoice in four (4) quarterly installments of \$28,857.75 commencing on December 1, 2021.

Payment Terms: UWF shall pay all invoices submitted by Wiley no later than thirty (30) days after UWF's receipt of such invoice.

Additional Terms.

- Order of Precedence: In the event of a conflict between this SOW and the Agreement, the terms and conditions of the SOW solely relating to the description of Services and the Fees therefore shall take precedence.
- The State of Florida's and the UWF's performance and obligation under this SOW is contingent upon annual appropriation by the Florida Legislature.
- Scope of Project: Estimates are based on the information provided to Wiley. Any new requests or alterations to the scope of work may impact the estimated timeline, delivery date, and project fees.
- Change Control: If UWF requests a change to the scope or execution of the Services due to a change in budget or otherwise, Wiley shall, within thirty (30) business days, provide a written estimate to the Institution of (i) the likely time required to implement the change; (ii) any variations to the costs and expenses arising from the change; (iii) any other impact of the change on the terms of this SOW. Wiley and UWF shall agree in writing to any agreed changes to be implemented and any modifications to the costs of other terms of this Statement of Work.

- Ownership: Unless otherwise noted, all Deliverables identified in this Statement of Work shall be considered a work made for hire on behalf of UWF, and UWF shall own all rights therein, including copyright. To the extent the Deliverables or anything contained therein or attached thereto does not qualify as a work made for hire, Wiley hereby conveys, transfers and assigns to UWF all right, title and interest (including copyright) in and to the Deliverables. UWF acknowledges and agrees that in the event the Deliverables include any Pre-Existing Materials, such Pre-Existing Materials shall, as between UWF and Wiley, be and remain the sole and exclusive property and Confidential Information of Wiley. "Pre-Existing Materials" means any materials created, developed or authored by or for Wiley prior to, or outside the scope of, the Services or that have general applicability to Wiley's business, and all modifications, improvements and enhancements thereto and derivative works thereof.
- Designees: For purposes of administering each Party's performance of its obligations pursuant to this SOW, each Party shall appoint a designee ("Designee") in writing who shall be responsible for coordinating and communicating each Party's efforts in their area of responsibility.
 - UWF Designee: Dacia Larin
 - Wiley Designee: Peter Vanaria

IN WITNESS WHEREOF, the parties have executed this Statement of Work by their undersigned, duly authorized officers on the date first above written:

**UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES**

WILEY EDU, LLC

DocuSigned by:
By: George Ellenberg
5AC079CBBA16437...

Name: George Ellenberg

Title: Provost and Senior Vice President
09/08/2021

By: Todd Zipper
Todd Zipper (Aug 26, 2021 19:25 EDT)

Name: Todd Zipper

Title: President

Aug 26, 2021

DocuSigned by:
Approved as to Form and Legal Sufficiency UWF DGC CLI
E5C7FC33D6C8416...
09/08/2021

