

## 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 BrightLeaf Group, Inc. ("Contractor"), Federal Tax Identification Number 74-2646897.

University and Contractor hereby agree as follows:

### 1. Term

The term of this Agreement shall commence on the Effective Date and terminate on the 5<sup>th</sup> 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 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 Contractors 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 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.

- 7.5 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 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.

**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 on-going 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 for any loss. 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](mailto:dgarza@utsystem.edu)  
Attention: Daniel Garza  
Institute for Transformational Learning

If to Contractor: BrightLeaf Group, Inc.  
7000 North Mopac, Suite 200  
Austin, TX 78731  
Email: [jane.scott@brightleafgroup.com](mailto:jane.scott@brightleafgroup.com)  
Attention: Jane Scott

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. 7<sup>th</sup>, Suite 810  
Austin, Texas 78701  
Fax: (512) 499-4289  
Email: [LegalNotices@utsystem.edu](mailto: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](http://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 E). 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](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: Scott C. Kelley

Name: Scott C. Kelley, Ed.D.

Title: Executive Vice Chancellor for  
Business Affairs

Steven M. Metz 7/14/14

**CONTRACTOR:**

By: Jane Scott

Name: Jane Scott

Title: CEO

Attest: Jane Scott  
Corporate Secretary

**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



## 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. **UI/UX design**  
Contractor shall conduct user studies to provide recommendations and guidelines that enhance usability and the user experience of online and hybrid educational experiences and programs. Deliverables may include, but are not limited to scenarios, storyboards, wire frames, prototypes, content inventories, process and user flows, style guides, plans and specifications for a variety of program and course assets, applications and websites.
- e. **Interactive and social learning applications development**  
Contractor shall create engaging and effective mobile and or web-based learning applications. Deliverables may include, but are not limited to social collaboration applications, serious games, and gamification applications to virtual laboratories and immersive simulations. Instructional products shall be optimized for online and mobile device delivery. Products may be instrumented to a learning

management system or content delivery platform to capture user performance data or may stand alone.

f. Web and mobile design and development

Contractor shall:

- Create high-quality and effective websites and applications that employ responsive design elements that deliver optimal display across a range of devices
- Conduct formal usability studies and quality assurance testing
- Integrate content management capabilities and processes to support regular content updates as appropriate
- Adhere with UT policy regarding website accessibility and security.

g. 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).

h. 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.

i. Miscellaneous course development and course asset development services

Contractor shall work in close collaboration with University project staff and faculty content experts to provide services/products that are supportive to online education, such as:

- print on demand
- book app production
- e-book authoring
- content entry and online course maintenance
- consultation services
- idea generation
- technical consulting/analysis
- quality assurance testing

- requirements gathering and proposal/grant writing

j. General responsibilities

As applicable, the Contractor will provide the following services in fulfillment of the service types listed above:

1. Attend client meetings and/or work sessions held in Austin, TX
2. Preparation of creative briefs, storyboards, concepts, designs, drafts, rough cuts, etc., for review and approval by client prior to development
3. Formatting and inputting of content
4. Providing detailed product specifications and access for trial, review, and testing  
Project management and consulting
5. Timely delivery of drafts, revisions, and finished products  
Quality assurance testing

## 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.]

#### **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 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

Service Type	Project Pricing Type	Ownership Model Number
a. Digital audio and video production and post-production	Per Project	1
Services are charged on a project basis. Project pricing includes the following services and pricing methods. Discounts are provided to education and government clients and for large-volume projects. Voice over talent rate is royalty free for use of eLearning by the University only and any additional usage is negotiable.		
<input type="checkbox"/> Creative Director	150-185 Per Hour	
<input type="checkbox"/> Project Manager	115-150 Per Hour	
<input type="checkbox"/> Senior Producer	150-175 Per Hour	
<input type="checkbox"/> Associate Producer	125-150 Per Hour	
<input type="checkbox"/> Director	1500-2600 Per Day	
<input type="checkbox"/> Photography	1400-2500 Per Day	
<input type="checkbox"/> Audio	1200-1500 Per Day	
<input type="checkbox"/> Editing	1200-1500 Per Day	
<input type="checkbox"/> Voice Over Talent	1250-1550 Per Day	
<input type="checkbox"/> Audio Editing	125-175 Per Hour	
<input type="checkbox"/> Basic Graphics	125-175 Per Hour	
<input type="checkbox"/> 2D/3D Graphics	150-175 Per Hour	
<input type="checkbox"/> Green Screen Compositing	125-150 Per Hour	
<input type="checkbox"/> Consultation Services	Per Project	
b. Motion graphics and animations	Per Project	1
Services are charged on a project basis. Project pricing includes the following services and pricing methods. Discounts are provided to education and government clients and for large-volume projects.		
<input type="checkbox"/> Motion graphics	150-175 Per Hour	
<input type="checkbox"/> 2D and 3D animations	150-175 Per Hour	
c. Graphic design and/or illustrations	Per Project	1
Services are charged on a project basis. Project pricing includes the following services and pricing methods. Discounts are provided to education and government clients and for large-volume projects.		
<input type="checkbox"/> Graphic Design	125-150 Per Hour	
<input type="checkbox"/> Illustration	125-150 Per Hour	

d. UI/UX design	Per Project	1
Services are charged on a project basis. Project pricing includes the following services and pricing methods. Discounts are provided to education and government clients and for large-volume projects.		
<input type="checkbox"/> UI Design	150-175 Per Hour	
<input type="checkbox"/> UX Design	150-175 Per Hour	
<input type="checkbox"/> UI/UX Consultation Services	Per Project	
e. Interactive and social learning applications development	Per Project	1
f. Web and mobile design and development	Per Project	1
Services are charged on a project basis. Project pricing includes services and hourly or per day pricing methods. Discounts are provided to education and government clients and for large-volume projects.		
<input type="checkbox"/> Consultation Services	Per Project	
<input type="checkbox"/> Virtual Training (WebEx, other)	Per Project	
<input type="checkbox"/> Onsite Training	Per Project	
<input type="checkbox"/> Written Documentation	Per Project	
g. Instructional design	Per Project	1
Services are charged on a project basis. Project pricing includes hourly pricing methods. Discounts are provided to education and government clients and for large-volume projects.		
h. Digital rights clearance services	100-125 Per Hour	1
i. Miscellaneous course development and course asset development	Per Project	1
Services are charged on a project basis. Project pricing includes the following services and pricing methods. Discounts are provided to education and government clients and for large-volume projects.		
<input type="checkbox"/> Printing	Per Project	
<input type="checkbox"/> Writing	85-180 Per Hour	
<input type="checkbox"/> Editing	85-125 Per Hour	
<input type="checkbox"/> Indexing — per hour	85-125 Per Hour	
<input type="checkbox"/> Book App Production	Per Project	
<input type="checkbox"/> eBook Authoring/Development	Per Project	
<input type="checkbox"/> Content Entry and Online Course Maintenance	Per Project	
<input type="checkbox"/> Consultation Services	Per Project	
<input type="checkbox"/> Idea Generation	Per Project	
<input type="checkbox"/> Technical Consulting/Analysis	Per Project	

<input type="checkbox"/> Quality Assurance Testing	125-175 Per Hour
<input type="checkbox"/> Requirements Gathering	Per Project
<input type="checkbox"/> Proposal/Grant Writing	Per Project
<input type="checkbox"/> General responsibilities	Per Project   1
Services are charged on a project basis. Project pricing includes the following services and pricing methods. Discounts are provided to education and government clients and for large-volume projects.	
<input type="checkbox"/> Project management	125-180 Per Hour
<input type="checkbox"/> Quality assurance	125-175 Per Hour
<input type="checkbox"/> Consultation services	Per Project

Specific pricing will be determined at the time of project.

Day rates assume 8-10 hour days.

A rush fee or scope change fee will be included in the pricing at the time of project, if applicable.

Expenses will be included in the pricing at the time of project, if applicable.



**EXHIBIT D**

**HUB SUBCONTRACTING PLAN**

## **Attachment 1**

# **HUB Subcontracting Plan**

**RFP No. ITL01202014-R**

**COPY**

January 20, 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 & Development at the UT System  
(related services)  
RFP No. ITL01202014R

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

XX X 24.6% for all other services contracts

\_\_\_\_\_ 34% for commodities contracts

Subcontractors	# of Subcontractors	Total Subcontract \$ Value	Total Estimated %	% Minority Owned	% Woman Owned
HUB	4	\$100,000	50%	0	100%
Non-HUB	0	0	0	0	0
TOTAL	4	\$100,000	50%	0	100%

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,



Jane Scott  
CEO

cc: Chuck Shamburg, Contract Administrator/Controller

# UT SYSTEM HUB SUBCONTRACTING PLAN (HSP)

## QUICK CHECKLIST

### Option One -

If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete the following sections:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- ☐ Section 3 – Self Performing Justification
- ☐ Section 4 – Affirmation

### Option Two -

If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- ☐ Section 2 c. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- ☐ Attach copies of HUB certification documents

### Option Three -

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract\* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- ☐ Attach copies of HUB certification documents

### Option Four -

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract\* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – No
- ☐ Section 4 – Affirmation
- ☐ GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- ☐ Section 4 – Affirmation
- ☐ Attach copies of HUB certification documents

**\*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.



# 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: BrightLeaf Group, Inc.

State of Texas VID #: 1742646897500

Point of Contact: Jane E. Scott

Phone #: 512-795-8900

E-mail Address: jane.scott@brightleafgroup.com

Fax #: 512-795-8907

b. Is your company a State of Texas certified HUB? ☒ - Yes ☐ - No

c. Requisition #: RFP No. ITL01202014R Selection of Vendor(s) to Provide Learning Environment Design and Development

Bid Open Date: 01/21/2014

(mm/dd/yyyy)

Enter your company's name here: BrightLeaf Group, Inc.

Requisition #: RFP No. ITL01202014R

**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 <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Digital Audio and Video Production, Post Production and related services	20%	0%	0%
2	Web site development and related services	25%	0%	0%
3	Printing and related services	5%	0%	0%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		50%	0%	0%

(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.

**\*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: BrightLeaf Group, Inc.

Requisition #: RFP No.  
ITL01202014R

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

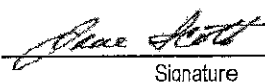
Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - **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

Jane E. Scott  
Printed Name

CEO  
Title

1/14/2014  
Date  
(mm/dd/yyyy)

- REMINDER:** ➤ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



Requisition #: RFP No.  
ITL01202014R

**SECTION A-1 SUBCONTRACTING OPPORTUNITY**

Item #:	1	Description:	Digital Audio and Video Production, Post Production and related services
---------	---	--------------	--

## SECTION A-2 SUBCONTRACTOR SELECTION

[illegible]

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. 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.

Requisition #: RFP No.  
ITL01202014R

## SECTION A-1 SUBCONTRACTING OPPORTUNITY

Item #:	2	Description:	Web site development and related services
---------	---	--------------	---

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. 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.

Requisition #: RFP No.  
ITL01202014R

## SECTION A-1 SUBCONTRACTING OPPORTUNITY

Item #: 3      Description: Printing and related services

[illegible]

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. 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.

# 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 minority/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 identified in Section C 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:	BrightLeaf Group, Inc.	State of Texas VID #: 1742646897500
Point-of-Contact:	Jane E. Scott	Phone #: 512-795-8900
E-mail Address:	jane.scott@brightleafgroup.com	Fax #: 512-795-8907

Section B	CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name:	University of Texas at Austin	
Point-of-Contact:	Marni Baker mabaker@utsystem.edu	Phone #: (512) 579-5177
Requisition #:	RFP No. ITL01202014	Bid Open Date: 1/20/2014 3:00 PM CST

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS & RELATED INFORMATION
Potential Subcontractor's Bid Response Due Date:	<p><b>Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on: <u>1/15/2014</u></b></p> <p>(Date)</p> <p>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3)</u> Texas certified HUBs, and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting our bid response to the contracting agency.)</p>
Scope of Work:	Providing Digital Audio and Video Production, Post Production and related services as described in RFP No. ITL01202014, located at <a href="http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252">http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252</a> and attached to this email.
Required Qualifications:	See RFP documents (attached to this email).
- Not Applicable	
Bonding/Insurance Requirements:	See RFP documents (attached to this email).
- Not Applicable	
Location to review plans/specifications:	<a href="http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252">http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252</a>
- Not Applicable	

# HUB Subcontracting Opportunity Notification Form

(Rev. 10/11)

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 minority/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 identified in Section C 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:	Brightleaf Group, Inc.	State of Texas VID #:	1742646897500
Point-of-Contact:	Jane E. Scott	Phone #:	512-795-8900
E-mail Address:	jane.scott@brightleafgroup.com	Fax #:	512-795-8907

## Section B

### CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:	University of Texas at Austin		
Point-of-Contact:	Marni Baker	mabaker@utsystem.edu	Phone #: (512) 579-5177
Requisition #:	RFP No. ITL01202014	Bid Open Date:	1/20/2014 3:00 PM CST

## Section C

### SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS & RELATED INFORMATION

Potential Subcontractor's Bid Response Due Date:	<p><b>Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on: <u>1/15/2014</u></b></p> <p style="text-align: right;">(Date)</p> <p>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3)</u> Texas certified HUBs, and allow the HUBs <u>at least seven (7)</u> 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 minority/women trade organizations or development centers <u>at least seven (7)</u> working days prior to submitting our bid response to the contracting agency.)</p>
Scope of Work:	<p>Providing web site development and related services as described in RFP No. ITL01202014, located at <a href="http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252">http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252</a> and attached to this email.</p>
Required Qualifications:	<p>See RFP documents (attached to this email).</p> <p>- Not Applicable</p>
Bonding/Insurance Requirements:	<p>See RFP documents (attached to this email).</p> <p>- Not Applicable</p>
Location to review plans/specifications:	<p><a href="http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252">http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252</a></p> <p>- Not Applicable</p>

# 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 minority/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 identified in Section C 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:	BrightLeaf Group, Inc.	State of Texas VID #:	1742646897500
Point-of-Contact:	Jane E. Scott	Phone #:	512-795-8900
E-mail Address:	jane.scott@brightleafgroup.com	Fax #:	512-795-8907

## Section B

### CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name:	University of Texas at Austin			
Point-of-Contact:	Marni Baker	mabaker@utsystem.edu	Phone #:	(512) 579-5177
Requisition #:	RFP No. ITL01202014	Bid Open Date:	1/20/2014 3:00 PM CST	

## Section C

### SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS & RELATED INFORMATION

<b>1. Potential Subcontractor's Bid Response Due Date:</b>	<p><b>Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time</b></p> <p style="text-align: right;"><b>1/15/2014</b></p> <p style="text-align: right;">(Date)</p> <p>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3) Texas certified HUBs</u>, and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting our bid response to the contracting agency.)</p>
<b>2. Scope of Work:</b>	<p>Providing printing and related services as described in RFP No. ITL01202014, located at <a href="http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252">http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252</a> and attached to this email.</p>
<b>3. Required Qualifications:</b>  - Not Applicable	<p>See RFP documents (attached to this email).</p>
<b>4. Bonding/Insurance Requirements:</b>  - Not Applicable	<p>See RFP documents (attached to this email).</p>
<b>Location to review plans/specifications:</b>  - Not Applicable	<p><a href="http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252">http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=109252</a></p>

## HUB Certificates and Response Email

Arts+Labor

<div>State of Texas Historically Underutilized Business Certification and Compliance Program</div> <div></div> <div>The Texas Comptroller of Public Accounts (CPA), hereby certifies that</div> <div><b>ARTS + LABOR</b></div> <div>has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.</div> <div><p>This certificate, printed 02-DEC-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.</p></div> <div><table><tr><td>Certificate/VID Number: 1742990362200</td><td></td></tr><tr><td>File/Vendor Number: 44545</td><td>Paul A. Gibson</td></tr><tr><td>Approval Date: 29-NOV-2011</td><td>Statewide HUB Program Manager</td></tr><tr><td>Expiration Date: 29-NOV-2015</td><td>Texas Comptroller of Public Accounts</td></tr><tr><td></td><td>Texas Procurement and Support Services Division</td></tr></table></div> <div><p>Note: in order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<a href="http://www.window.state.tx.us/procurement/cmb/hubonly.html">http://www.window.state.tx.us/procurement/cmb/hubonly.html</a>) or by contacting the HUB Program at (888) 663-6681 or (512) 463-6672.</p></div>		Certificate/VID Number: 1742990362200		File/Vendor Number: 44545	Paul A. Gibson	Approval Date: 29-NOV-2011	Statewide HUB Program Manager	Expiration Date: 29-NOV-2015	Texas Comptroller of Public Accounts		Texas Procurement and Support Services Division
Certificate/VID Number: 1742990362200											
File/Vendor Number: 44545	Paul A. Gibson										
Approval Date: 29-NOV-2011	Statewide HUB Program Manager										
Expiration Date: 29-NOV-2015	Texas Comptroller of Public Accounts										
	Texas Procurement and Support Services Division										

**From:** ryankimbrellmcadams@gmail.com [mailto:ryankimbrellmcadams@gmail.com] **On Behalf Of**  
Ryan McAdams  
**Sent:** Monday, January 13, 2014 4:41 PM  
**To:** Diane Calmes  
**Subject:** Re: Invitation to team with BrightLeaf Group

Hey Diane,

We would love to partner with you on this project.

On Mon, Jan 6, 2014 at 12:49 PM, Diane Calmes <[diane.calmes@brightleafgroup.com](mailto:diane.calmes@brightleafgroup.com)> wrote:

Ryan,

We would like to invite Arts + Labor to participate in the attached University of Texas System Administration RFP No. ITL01202014 as BrightLeaf's Audio/Visual HUB Subcontractor.

Please review the attached information and respond to our invitation by January 15<sup>th</sup>. Unfortunately, we just found out about the RFP and questions from vendors are due today. Should you have questions, please let us know as soon as possible so we can send in your questions this afternoon.

Thank you! We look forward to teaming with you again.

Diane

**Diane Calmes** | Client Services

[diane.calmes@brightleafgroup.com](mailto:diane.calmes@brightleafgroup.com) [www.brightleafgroup.com](http://www.brightleafgroup.com)

512.731.3954 | fax: 512.795.8907

7000 North MoPac, Suite 200, Austin, TX 78731

**BrightLeaf**  
GROUP

Grow with us   



**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number: 1742345944900  
File/Vendor Number: 010454  
Approval Date: 16-JAN-2013  
Scheduled Expiration Date: 16-JAN-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**DB TALENT**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 01-FEB-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5672.

Rev. 05/12

**From:** dB Talent [mailto:dbtalent@dbtalent.com]  
**Sent:** Tuesday, January 14, 2014 10:03 AM  
**To:** Diane Calmes  
**Subject:** Re: Invitation to team with BrightLeaf Group

Yes, dB Talent would like to work on the project.

**Alison Upton**  
**dB Talent**  
**512-292-1030**  
**fax 292-1032**  
**www.dbtalent.com**

On Jan 6, 2014, at 12:56 PM, Diane Calmes <[diane.calmes@brightleafgroup.com](mailto:diane.calmes@brightleafgroup.com)> wrote:

Alison,

We would like to invite dB Talent to participate in the attached University of Texas System Administration RFP No. ITL01202014 as BrightLeaf's Audio HUB Subcontractor.

Please review the attached information and respond to our invitation by January 15<sup>th</sup>. We can discuss in detail whenever it's convenient.

Unfortunately, we just found out about the RFP and questions from vendors are due today. Should you have questions, please let us know as soon as possible so we can send in your questions this afternoon.

Thank you! We look forward to teaming with you again.

Diane

**Diane Calmes | Client Services**

[diane.calmes@brightleafgroup.com](mailto:diane.calmes@brightleafgroup.com) [www.brightleafgroup.com](http://www.brightleafgroup.com)  
512.731.3954 | fax: 512.795.8907  
7000 North MoPac, Suite 200, Austin, TX 78731

<image001.jpg>

Grow with us <image002.png> <image003.png> <image004.png>

<109252\_1.doc><01202014 HUB Sub Notification dB Talent.docx>

<div>State of Texas Historically Underutilized Business Certification and Compliance Program</div> <div></div> <div>The Texas Comptroller of Public Accounts (CPA), hereby certifies that <b>STEEL DIGITAL STUDIOS, INC.</b> has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.</div>	
<p>This certificate, printed 03-JUN-2011, supersedes any registration and certificate previously issued by the HUB Program; if there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.</p>	
<div>Certificate/VID Number: 1742965438500 File/Vendor Number: 58143 Approval Date: 03-JUN-2011 Expiration Date: 03-JUN-2015</div>	<div> Paul A. Gibson Statewide HUB Program Manager Texas Comptroller of Public Accounts Texas Procurement and Support Services Division</div>
<p>Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<a href="http://www.wicidaw.state.tx.us/procurement/cembi/hubonly.html">http://www.wicidaw.state.tx.us/procurement/cembi/hubonly.html</a>) or by contacting the HUB Program at (682) 863-5861 or (512) 463-5872.</p>	

**From:** Lita Rosario [mailto:lita.rosario@steelbranding.com]  
**Sent:** Tuesday, January 14, 2014 10:00 AM  
**To:** Diane Calmes  
**Cc:** Kirsten Cutshall  
**Subject:** Re: Invitation to team with BrightLeaf Group

Diane,

Steel Branding would love to partner with Bright Leaf Group and participate in the response to the University of Texas System Administration RFP No. ITL01202014 as BrightLeaf's website development HUB Subcontractor.

Thank you for the invitation.

Best,

Lita Rosario and Kirsten Cutshall

On Mon, Jan 6, 2014 at 1:11 PM, Diane Calmes <[diane.calmes@brightleafgroup.com](mailto:diane.calmes@brightleafgroup.com)> wrote:

Lita and Kirsten,

We would like to invite Steel Branding to participate in the attached University of Texas System Administration RFP No. ITL01202014 as BrightLeaf's website development HUB Subcontractor.

Please review the attached information and respond to our invitation by January 15<sup>th</sup>. We can discuss in detail whenever it's convenient.

Unfortunately, we just found out about the RFP and questions from vendors are due today. Should you have questions, please let us know as soon as possible so we can send in your questions this afternoon.

Thank you! We look forward to teaming with you again.

Best regards,

Diane

**Diane Calmes** | Client Services

[diane.calmes@brightleafgroup.com](mailto:diane.calmes@brightleafgroup.com) [www.brightleafgroup.com](http://www.brightleafgroup.com)

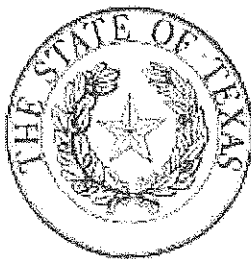
512.731.3954 | fax: 512.795.8907

7000 North MoPac, Suite 200, Austin, TX 78731



Grow with us   

**State of Texas**  
**Historically Underutilized Business**  
**Certification and Compliance Program**



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

**MCCARTHY PRINT, INC**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 09-JAN-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Certificate/VID Number: 1742870588700  
File/Vendor Number: 62979  
Approval Date: 06-JAN-2010  
Expiration Date: 06-JAN-2014

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/combibidonly.html>) or by contacting the HUB Program at (800) 663-5861 or (512) 483-8872.

From: Frank Fendesack [mailto:Frank@McCarthyprint.com]  
Sent: Tuesday, January 14, 2014 1:03 PM  
To: Diane Calmes  
Subject: Re: Invitation to team with BrightLeaf Group

We accept the the participation in the RFP. As to the HUB certification, we submitted our request for HUB recertification on 1/10/14.

Thanks  
Frank

Frank Fendesack  
Print Consultant | McCarthy Print  
HUB Certified | Woman Owned Business  
1804 Chicon St. | Austin, TX 78702  
O 512-479-8938 | C 512-591-5665 | F 512-494-8540 frank@mccarthyprint.com

On 1/6/14 1:14 PM, Diane Calmes wrote:

> Frank,  
>  
> We would like to invite McCarthy Print to participate in the attached  
> University of Texas System Administration RFP No. ITL01202014 as  
> BrightLeaf's Print HUB Subcontractor.  
>  
> Please review the attached information and respond to our invitation  
> by January 15<sup>th</sup> . We can discuss in detail whenever it's convenient.  
>  
> Unfortunately, we just found out about the RFP and questions from  
> vendors are due today. Should you have questions, please let us know  
> as soon as possible so we can send in your questions this afternoon.  
>  
> Thank you! We look forward to teaming with you again.  
>  
> Best regards,  
>  
> Diane  
>  
> \*Diane Calmes\* | Client Services  
>  
> diane.calmes@brightleafgroup.com  
> <mailto:diane.calmes@brightleafgroup.com> www.brightleafgroup.com  
> <http://www.brightleafgroup.com/>  
>  
> 512.731.3954 | fax: 512.795.8907  
>  
> 7000 North MoPac, Suite 200, Austin, TX 78731  
>  
> cid:image001.jpg@01CEE62.0A6137E0 <http://www.brightleafgroup.com/>  
>  
> Grow with us cid:image002.png@01CC5373.1C11E120

> <<http://www.facebook.com/pages/BrightLeaf-Group/121989601179557>>cid:im  
> age003.png@01CC5373.1C11E120  
> <<http://www.linkedin.com/company/brightleaf-group>>cid:image004.png@01C  
> C5373.1C11E120 <<http://twitter.com/#!/BrightLeafGroup>>





## **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

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 \_\_\_\_\_ 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.**

The University of Texas at [ ]

BrightLeaf Group, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between the Institute for Transformational Learning, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") and BrightLeaf Group, Inc. (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 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 November 10, 2014.

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 three **Biostatistics** modules:

- Create instructional designs, develop knowledge maps, and curate content, using the competencies, objectives, assessment rubrics, and other specifications provided by ITL in the Competency Blueprint and other documents
- Document completed Module designs to facilitate their production
- Write specifications for content to be created during the Production development phase
- Write processes and procedures for learning module development
- Provide consulting and other services as defined by ITL

Services include:

- Instructional design
- Idea generation and requirements gathering
- Project management
- Consultation services

### Schedule:

Contractor will commence performance of the Project beginning on November 10, 2014, and complete the Project no later than February 27, 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
Project plan including project schedule, communication protocols, file management	11/19/2014	15% of Project Fee

strategy		
Knowledge Maps for Modules 1 and 2	12/8/2014	25% of Project Fee
Curated Content	1/19/2015	25% of Project Fee
Knowledge Map for Module 3	2/2/2015	10% of Project Fee
Instructional Design and Development Process Documents	2/13/2015	Remainder of Project Fee

#### **Travel 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 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.xcpa.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.

#### **Other Expenses:**

Contractor may be reimbursed for non-travel expenses validly incurred directly in support of the Project and approved by Requesting Institution in advance.

#### **Fees and Reimbursable Expenses and Disbursements**

The Project Fee for this Project is \$62,100.

In addition, Requesting Institution will pay Contractor an amount not to exceed \$18,000, separate and apart from the Project Fee, for General Consulting and other services with prior written direction and approval from Requesting Institution's Institute for Transformational Learning.


The Expense Cap for this Project is \$5,000.

The Project Addendum Cap is \$85,100.

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]      BrightLeaf Group, Inc.

By:



Name: Scott C. Kelley

Title: Executive Vice Chancellor  
for Business Affairs

Date: 12/10/14

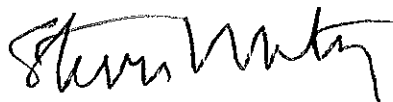
By:



Name: Jane Scott

Title: CEO

Date: 12/05/2014







## 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") on behalf of its Institute for Transformational Learning ("ITL"), and BrightLeaf Group, Inc. ("Contractor"). This Addendum (the "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 The University of Texas System and Contractor. This Addendum has an Addendum Effective Date (herein so called) of March 9, 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 services:

Instructional Design Leadership, Content Development and Creation, and Production Management for UTx Learning Design Projects.

Ken Whiteside has been identified as the BrightLeaf representative who will perform the services, and BrightLeaf shall not substitute another individual to perform the services without prior written consent from the University.

### **Schedule:**

Contractor will commence performance of the Project beginning on March 9<sup>th</sup>, 2015. The final deliverable will be provided no later than August 15<sup>th</sup>, 2015.

Contractor shall deliver the Project in accordance with the following schedule of deliverables:

<b>Deliverables</b>	<b>Dates</b>
Course designs to the learning arc levels	April 15 <sup>th</sup>
Initial curation, Knowledge mapping, & Scope of content creation	May 1st
Course development	June 15 <sup>th</sup>
Content production management	July 15 <sup>th</sup>
Course finishing & authentication	August 15th

**Travel 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 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.

**Other Expenses:**

Contractor may be reimbursed for non-travel expenses validly incurred directly in support of the Project and approved by Requesting Institution in advance.

**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  
Phone: 512.579.5198  
Email: [dgarza@utsystem.edu](mailto:dgarza@utsystem.edu)

**Fees and Reimbursable Expenses and Disbursements**

Fees for the Services are based upon hourly fees, and will be calculated at the following rates per hour: \$82.55  
Project fees will be invoiced monthly.

Additionally, pre-approved travel and materials expenses incurred by Ken Whiteside may be reimbursed.

The Fee Cap for this Project is: **\$80,000**

The Expense Cap for this Project is: **\$5000**

**Total Project Fee Cap: \$85,000**

University of Texas System Administration

BrightLeaf Group, Inc.

By: Scott C. Kelley

By: Jane Scott

Name: **Scott C. Kelley**  
~~Executive Vice Chancellor~~  
for Business Affairs

Name: Jane Scott

Title: \_\_\_\_\_

Title: CEO

Date: 3/12/15

Date: 3/11/2015

Steve Mintz

Steve Mintz

Exec. Dir.

ITL



## PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between University of Texas System on behalf of its Institute for Transformational Learning ("ITL"), an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") and BrightLeaf Group, Inc. (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 The University of Texas System and Contractor. This Addendum has an Addendum Effective Date (herein so called) of November 10, 2014.

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 and produce three **PSQI (Patient Safety)** modules:

- Complete the Competency Blueprints and other Module specification documents including a description of content and activities
- Curate and/or create trans-media content to satisfy the goals and objectives specified in the Blueprints
- Build the Modules in platform specified by ITL
- Authenticate (QA) Modules
- Provide consulting and other services as defined by ITL

Services include:

- Consultation services
- Instructional design
- Idea generation and requirements gathering
- Digital rights clearance services
- Written documentation services
- Digital audio and video production and post-production
- Motion graphics and animations
- Graphic design and illustrations
- UI/UX design (module-specific)
- Miscellaneous course development and course asset development
- Quality assurance (including accessibility)
- Project management

### Schedule:

Contractor will commence performance of the Project beginning on November 10, 2014, and complete the Project no later than March 27, 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
Project definition	11/19/2014	10% of Project Fee
Project plan including project schedule, communication protocols, file management strategy, EdX or designated platform access and training, and delivery specs	12/1/2014	30% of Project Fee
Instructional Design overview including templates for information presentation, case studies, assessments, and offline content acquisition	12/8/2014	20% of Project Fee
Curated content, rights cleared	12/19/2014	10% of Project Fee
Final audio, video, graphics, animations, and still images	1/30/2015	10% of Project Fee
Beta version of modules	2/13/2015	10% of Project Fee
QA and accessibility compliance testing	3/6/2015	5% of Project Fee
Final course deployed in EdX or designated platform	3/27/2015	Remainder of Project Fee

#### **Travel 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 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.

#### **Other Expenses:**

Contractor may be reimbursed for non-travel expenses validly incurred directly in support of the Project and approved by Requesting Institution in advance.

#### **Fees and Reimbursable Expenses and Disbursements:**

The Project Fee for this Project is \$154,125.


In addition, Requesting Institution will pay Contractor an amount not to exceed \$18,000, separate and apart from the Project Fee, for General Consulting and other services with prior written direction and approval from Requesting Institution's Institute for Transformational Learning .

The Expense Cap for this Project is \$5,000.

The Project Addendum Cap is \$177,125.

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]      BrightLeaf Group, Inc.

By: 

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

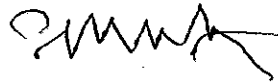
By: 

Name: Jane Scott

Title: CEO

Date: 11/25/14

Date: 11/26/2014

  
STEVEN MINTZ

