

NON-EXCLUSIVE MASTER SERVICES AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Non-Exclusive Master Services Agreement ("Agreement") is made and entered into effective as of April 24, 2015 (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 Council for Aid to Education ("Contractor"), Federal Tax Identification Number 954570253.

University and Contractor hereby agree as follows:

1. Term

The term of this Agreement shall commence on the Effective Date and terminate on the fifth 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 may 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; (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; (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 Requesting Institution with its current and accurate Federal Tax Identification Number in writing Requesting Institution 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 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, Requesting Institution 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 Services (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 Services 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 Services; 2) are not related to the Services or to Contractor's services in connection with the Services; or 3) were created by the Contractor (or its licensor) totally separate from the Services or Contractor's work in connection with the Services 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 Services or with Contractors work in connection with the Services.

- 6.7 To the extent that particular Work Material 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 60 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 INDEMNITY 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 ongoing and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability and Errors and Omissions/Cyber Liability Additional Insured endorsements will be submitted with the Certificates of Insurance. Commercial General Liability, Errors and Omissions/Cyber Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

10.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System, The University of Texas System and each Requesting Institution. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of

Texas System, The University of Texas System and the Requesting Institution. No policy will be canceled until after thirty (30) days' unconditional written notice to University. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 10**.

- 10.2.1.3 Contractor will pay any deductible or self-insured retention 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 may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Additional mandatory confidentiality and security compliance requirements with respect to University Records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") are addressed in **Section 12.41**. Additional mandatory confidentiality and security compliance requirements with respect to University Records subject to the Health Insurance Portability and Accountability Act and Code of Federal Regulations Title 45, Part 160 and subparts A and E of Part 164 (collectively "HIPAA") are addressed in **Section 12.26**. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security as well as the Payment Card Industry Data Security Standards that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with University Rules regarding access to and use of University's computer systems, including UTS 165 at <http://www.utsystem.edu/bor/procedures/policy/policies/uts165.html>. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

11.11.1 Notice of Impermissible Use. If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.

11.11.2 Return of University Records. Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, 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 University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

11.11.3 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**.

11.11.4 Press Releases. Except when defined as part of the Work, 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.

11.11.5 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.

11.11.6 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.

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

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

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

11.14 Notices. Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and

will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

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

If to Contractor: CAE
215 Lexington Avenue, 16th Floor
New York, NY 10016
Fax: 212-661-9766
Email: jhundley@cae.org
Attention: James Hundley

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

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

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

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

- 11.15 Severability.** In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
- 11.16 State Auditor's Office.** Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections

51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.

- 11.17 Limitation of Liability.** EXCEPT FOR UNIVERSITY'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.
- 11.18 Survival of Provisions.** No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 5.8, 8, 11.5, 11.9, 11.10, 11.11, 11.13, 11.16, 11.17, 11.19 and 11.21**.

11.19 Breach of Contract Claims.

- 11.19.1** To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
- 11.19.1.1** Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The chief business officer of University, or another officer of University as may be designated from time to time by University by written notice to Contractor in accordance

with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

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

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

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

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

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

compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

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

11.22 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at:

<http://www.utsystem.edu/policy/policies/int160.html>, University's Standards of Conduct Guide available at :

<http://www.utsystem.edu/systemcompliance/SOCcombined.pdf>, and applicable state ethics laws and rules available at
www.utsystem.edu/oqc/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

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

Steve Mintz

Steve Mintz
Exec. Dir., ITL

CONTRACTOR:

COUNCIL FOR AID TO EDUCATION

By: Roger Benjamin

Name: Roger Benjamin

Title: President

Attest: James Hundley

James Hundley
Executive Vice President
and 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. **Instructional design and content development:**

Contractor shall work in close collaboration with project staff and faculty content experts to guide the design and development of instruction, the curation and creation of content, including performance-based and competency-based activities and accompanying assessment and possibly translation and localization services. 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 base).

b. **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.

c. **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.

d. **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

e. 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
5. Project management and consulting
6. Timely delivery of drafts, revisions, and finished products
7. 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 Council for Aid to Education, Inc. ("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://fmx.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]

Council for Aid to Education

By: _____

By: _____

Name: _____

Name: James Hundley

Title: _____

Title: Executive Vice President

Date: _____

Date: _____

EXHIBIT C

BASELINE PRICING

2015 CY Baseline Pricing Per Institution

Instructional design and content development:

Knowledge Checks: (8-10 items per set) \$1,200-2,200 per set

Knowledge Checks are multiple choice or other type of fixed-response questions requiring a student to recall, recognize, or identify a particular concept.

Worked Problems: \$250-500 per item

Worked Problems are questions requiring computation that provide the correct answer and then clearly articulate the computational steps required to arrive at that answer.

Practice Sets: (3-5 items per set) \$750-1,250 per set

Practice Sets are an integrated selection of questions requiring computation and/or advanced analysis that are linked to a particular enabling objective or competency.

Small Performance Task (PT): \$4,000-7,000 per PT

A Small PT is performance-based problem requiring a written (essay form or other work product) response. The problem includes a scenario, role, task, and a limited number of reference documents/artifacts that must be analyzed, evaluated, and considered in the response.

Large Performance Task (PT): \$9,000-12,000 per PT

A Large PT is similar in nature to a Small PT but incorporates a greater number of documents and may incorporate several competencies or sub-competencies. The documents themselves may be more complex in nature and could include a data set, table, or graph, e.g., that must be understood and utilized to answer the problem.

Graphic design and/or illustrations:

CAE will create high-quality digital graphics and illustrations for all assessments whenever appropriate and relevant for the item to be the most successful at assessing the applied standards. Graphics may include illustrations, diagrams, charts, tables, mathematical and scientific formulas, and info-graphics. Additionally, performance tasks will be entirely designed and produced by graphic artists to ensure a cohesive and realistic process. All final products will be optimized for all modes of delivery. These services are not included in our Pricing Delivery Schedule, but pricing is available upon request and can be quoted in an hourly, quantity, or project-based fee schedule.

Because the exact nature of the projects that could be awarded under this Master Services Agreement are not presently specified, project based pricing that includes related direct and indirect costs such as, e.g., general project management, overhead, quantity discounts, and other charges, could not be included at this time. Upon issuance of Project Addenda, these charges can be calculated and forwarded to University for approval.

Digital rights clearance services:

CAE has extensive experience obtaining permission for use of content of varying copyright status. CAE will work with the University to maintain a smooth and thorough process to ensure that any pre-existing materials used in the development of assessments has been granted permission for use for online course development.

These services are not included in our Pricing Delivery Schedule, but pricing is available upon request and can be quoted in an hourly, quantity, or project based fee schedule.

Because the exact nature of the projects that could be awarded under this Master Services Agreement are not presently specified, project based pricing that includes related direct and indirect costs such as, e.g., general project management, overhead, quantity discounts, and other charges, could not be included at this time. Upon issuance of Project Addenda, these charges can be calculated and forwarded to University for approval.

Miscellaneous course development and course asset development services:

CAE can provide multiple services to the University, including consultation services, idea generation, technical consulting, and analysis and quality assurance testing. These services are not included in our Pricing Delivery Schedule, but pricing is available upon request and can be quoted in an hourly, quantity, or project based fee schedule.

Because the exact nature of the projects that could be awarded under this Master Services Agreement are not presently specified, project based pricing that includes related direct and indirect costs such as, e.g., general project management, overhead, quantity discounts, and other charges, could not be included at this time. Upon issuance of Project Addenda, these charges can be calculated and forwarded to University for approval.

General responsibilities:

CAE's project managers have wide-ranging experience in all elements of program management, including meeting planning and facilitation, review scheduling and facilitation, oversight of all stages of development, timeline development, and punctual delivery of all project deliverables. In addition to the responsibilities of the project manager, CAE's production team will ensure that all content is properly formatted and delivered via the University's chosen Learning Management Systems. CAE has worked with numerous LMSs in the past, and is skilled at adapting content to the format required by each respective system. CAE's quality assurance measures are outlined in our Corporate Capabilities. All

content goes through multiple stages of internal development and review before any formal review process occurs.

Because the exact nature of the projects that could be awarded under this Master Services Agreement are not presently specified, project based pricing that includes related direct and indirect costs such as, e.g., general project management, overhead, quantity discounts, and other charges, could not be included at this time. Upon issuance of Project Addenda, these charges can be calculated and forwarded to University for approval.

EXHIBIT D
HUB SUBCONTRACTING PLAN



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: | Council for Aid to Education | State of Texas VID #: | NA |
| Point of Contact: | Zoe O'Brian | Phone #: | 212-661-5800 |
| E-mail Address: | zobrian@cae.org | Fax #: | 212-661-9766 |
| b. Is your company a State of Texas certified HUB? | <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No | | |
| c. Requisition #: | RFP No. ITL03202015 | Bid Open Date: | 03/20/2015
(mm/dd/yyyy) |

Enter your company's name here: Council for Aid to Education

Requisition #: ITL03202015

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		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

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

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- No (If No, continue to Item d, of this SECTION.)

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

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

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

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

Enter your company's name here: Council for Aid to Education

Requisition #: ITL03202015

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.)

The Council for Aid to Education (CAE), a not-for-profit organization, employs a network of trained assessment writers and editors that are familiar with the processes and procedures CAE follows in work of this nature. These assessment writers and editors have been through a training program with CAE, are under confidentiality and non-disclosure restrictions, and generally possess a master's degree or higher in the relevant field of study. In addition, CAE management, copyediting, production, technology and design services as well as psychometric services are all maintained by a staff of in-house employees and scientists. CAE does not foresee, for the items to which it is responding to under this RFP, the need to retain outside resources to complement CAE's own in-house resources.

In the event this situation changes or additional resources are required that CAE does not maintain, CAE will complete and submit a newly modified version of its HSP in accordance with the terms of Appendix Three and the procedure in Section 2.5 of this RFP.

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

James W. Hundley

Printed Name

Executive Vice
President

03/18/2015

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.

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 Council for Aid to Education, Inc. ("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 System

By: _____

Council for Aid to Education

By: _____

James Hundley

Executive Vice President

Date: _____

Date: _____

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 "University" or the "Requesting Institution") and Council for Aid to Education, Inc. (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective April 24, 2015, in effect between University and Contractor. This Addendum has an Addendum Effective Date (herein so called) of November 9, 2015. The term of this Addendum shall be from the Effective Date until December 31, 2015.

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

Project:

Subject to the terms of the Agreement, Contractor shall perform the following tasks to prepare **BioMed** assessment items for student examination purposes:

Instructional Design and Content Creation:

- Create Checks for Understanding ("CFU") exercises including supporting rejoinders.
 - Twenty-four (24) CFUs as per the table below:

Module	Unit	Number Needed
Introduction to the Immune System	2 Role of the Immune System	3
Introduction to the Immune System	4 Cells and Tissues of the Immune System	3
Adaptive Immunity	1 Antigen Recognition	3
Adaptive Immunity	2 Development of B and T Lymphocytes	1
Adaptive Immunity	3 Adaptive Immunity	4
Life in a Single Cell	1 History, Theory, and Microscopy	4
Life in a Single Cell	2 Prokaryotes: Bacteria	2
Life in a Single Cell	3 Prokaryotes: Archaea	4
	Total	24

- CFUs evidence student understanding of the big ideas of the unit and the prerequisite concepts for doing well in the Team Based Learning & Problem Based Assessments. The CFUs and associated rejoinders are discrete point items built within native Canvas capabilities.

- CFUs should be based on the facts outlined by the Recommended Resources shown on the "Learn About..." course pages.
 - Emphasis should be on knowledge and skills which prepare students for success on performance-based activities and assessments, team-based learning, and which advance students' efforts to gain competencies.
 - Rejoinders should teach the facts and concepts. Each CFU should contain a rejoinder for each answer choice.
 - The CFU is in the form of a multiple choice question and is machine gradable.
 - CFUs will be delivered in Word format for internal University review.
 - University will provide a consolidated list of edits/revisions to be made.
 - Contractor will update the CFUs with edits and revisions provided by University.
 - Final delivery will be in Word format.
- The CFUs and rejoinders, and any other materials developed under this Addendum are all Work Materials.

University will provide Contractor with access to the Recommended Resources and other online course materials/references (collectively "Course Content") before work on any deliverables can begin. Contractor delivery dates are dependent on Contractor receipt of Course Content from University. By mutual agreement of the parties, the delivery due dates could be extended.

Schedule:

Contractor will commence performance of the Project beginning on November 9, 2015. Contractor shall deliver the Project in accordance with the following schedule of delivery dates. University shall review the deliverables for acceptance. University shall have sole discretion to accept deliverables based on the criteria outlined above. Payment shall be in accordance with the Agreement.

Deliverable	Due Date	Fee not to Exceed
24 CFUs as per table	November 30, 2015	\$4,560
	Total	\$4,560

Project Notification:

Any notification required under this Addendum shall be sent to the University's attention at the enclosed address.

The University of Texas System
 The Institute for Transformational Learning
 Attn: Ash Chitre

Email: achitre@utsystem.edu

Fees and Reimbursable Expenses and Disbursements

Travel expenses will be reimbursed on a cost basis, prior approval by ITL required. Travel expenses will not exceed \$1,000.00.

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://fmx.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.

Total fees and expenses contemplated by this Addendum are: \$5,560.

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

UT System

By: Scott C. Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for Business Affairs

Date: 11-11-2015

Council for Aid to Education, Inc.

By: James Hundley

Name: James Hundley

Title: Executive Vice President

Date: 11/9/15

Institute for Transformational Learning

By: Marni Baker Stein

Name: Marni Baker Stein

Title: CIO

Date: _____

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 "University" or the "Requesting Institution") and Council for Aid to Education, Inc. (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective April 24, 2015, in effect between University and Contractor. This Addendum has an Addendum Effective Date (herein so called) of September 25, 2015.

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

Project:

Subject to the terms of the Agreement, Contractor shall perform the following tasks to prepare **BioMed** and **Chemistry** assessment items for student examination purposes:

Instructional Design and Content Creation:

- Create Checks for Understanding ("CFU") exercises including supporting rejoinders:
 - Thirty (30) CFUs for each Mission, there are four (4) missions for BioMed and one (1) Mission for Chemistry.
 - \$190 per each CFU; a set of 30 CFUs for each Mission at \$5,700 per set. Five (5) Missions total at a total cost of \$28,500.
 - CFUs evidence student understanding of the big ideas of the unit and the prerequisite concepts for doing well in the Team Based Learning & Problem Based Assessments. The CFUs and associated rejoinders are discrete point items built within native Canvas capabilities.
 - CFUs should be based on the facts outlined by the Recommended Resources shown on the "Learn About..." course pages.
 - Emphasis should be on knowledge and skills which prepare students for success on performance-based activities and assessments, team-based learning, and which advance students' efforts to gain competencies.
 - Rejoinders should teach the facts and concepts. Each CFU should contain a rejoinder for each answer choice.
 - The CFU is in the form of a multiple choice question and is machine gradable.
 - CFUs will be delivered in Word format for internal University review.
 - University will provide a consolidated list of edits/revisions to be made.
 - Contractor will update the CFUs with edits and revisions provided by University.
 - Final delivery of CFUs will be via a QTI file in the same format as the QTI file provided to CAE by ITL or in Word format.

- The total cost for these items is not to exceed \$28,500.
- Create Practice Problem sets including supporting rejoinders:
 - Ninety (90) Practice Problems for each Mission, there are four (4) missions for BioMed and one (1) Mission for Chemistry.
 - \$190 per each Practice Problem ("Item"); a set of 90 Practice Problems for each Mission at \$17,100 per set. Five (5) Missions total at a total cost of \$85,500.
 - These Items encourage practice of vocabulary, definitions, categorizations, as well as formula, equations, and problems. These discrete point Items and associated rejoinders are to be built within native Canvas capabilities. These Items should be based on the facts outlined by the "Recommended Resources" shown on the "Learn About..." course pages.
 - These Items follow the CFUs and didactic learning and can be summative of the facts and concepts of the entire module. Compared with the CFUs, which have a strong pedagogic intent, these Items should lean more toward formative assessment. When making decisions about what to include, emphasis should be on knowledge and skills which prepare students for success on performance-based activities and assessments, team-based learning, and which advance students' efforts to gain competencies.
 - Rejoinders, which continue student learning and development, may refer students to the Recommended Resources rather than include detailed factual explanations.
 - The Practice Problem is in the form of a multiple choice question and is machine gradable.
 - Practice Problems will be delivered in Word format for internal University review.
 - University will provide a consolidated list of edits/revisions to be made.
 - Contractor will update the Practice Problems with edits and revisions provided by University.
 - Final delivery of Practice Problems will be via a QTI file in the same format as the QTI file provided to CAE by ITL or in Word format.
 - The total cost for these items is not to exceed \$85,500.
- The CFUs, Practice Problems and associated rejoinders are separate deliverables under this Addendum. The CFUs, Practice Problems, rejoinders, and all other materials developed under this Addendum are all Work Materials.
- University will provide Contractor with access to the Recommended Resources and other online course materials/references (collectively "Course Content") before work on any deliverables can begin. Contractor delivery dates are dependent on Contractor receipt of Course Content from University and can be extended based on Course Content availability.

Schedule:

Contractor will commence performance of the Project beginning on September 30, 2015, and complete the Project no later than December 31, 2015. Contractor shall deliver the Project in accordance with the following schedule of targeted delivery dates, with payment tied to University acceptance of the deliverables as noted.

Deliverable	Date	Payment
Project Plan, Sample items	October 7	\$19,000
BioMed Mission 1	October 14	\$19,000
Chemistry Mission 1	October 21	\$19,000
BioMed Mission 2	October 28	\$19,000
BioMed Mission 3	November 4	\$19,000
BioMed Mission 4	November 25	\$19,000
Total		\$114,000

Project Notification:

Any notification required under this Addendum shall be sent to the University's attention at the enclosed address.

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

Fees and Reimbursable Expenses and Disbursements

Travel fees will be reimbursed on a cost basis, prior approval by ITL required. Travel fees will not exceed \$3,000.00.

Total fees contemplated by this Addendum are: \$117,000.

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

UT System

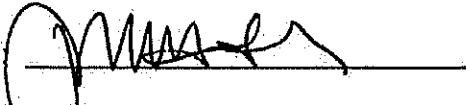
By: 

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 10/9/2015

Council for Aid to Education, Inc.

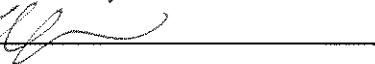
By: 

Name: James Hundley

Title: Executive Vice President

Date: 9/25/15

Institute for Transformational Learning

By: 

Name: Marni Baker Stein

Title: CIO

Date: 10/6/15

PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "Requesting Institution") and Council for Aid to Education, Inc. (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective April 24, 2015, in effect between The University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas ("University"), and Contractor. This Addendum has an Addendum Effective Date (herein so called) of May 26, 2015.

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

Project:

Subject to the terms of the Agreement, Contractor shall perform the following tasks to prepare BioMed assessment items:

Instructional Design and Content Creation

- Create Checks for Understanding ("CFU") exercises including supporting materials:
 - 31 sets of "checks for understanding" at \$190 per each CFU; a set of 15 CFUs at \$2,850 per set.
 - CFUs evidence student understanding of the big ideas of the unit and the prerequisite concepts for doing well in the Team Based Learning & Problem Based Assessments. These are discrete point items built within native Canvas capabilities (e.g., preparing rejoinders without images) with simple graphics from Open Sources from core Course Content (OpenStax, etc.) and simple rejoinders. They may draw heavily from open source items and content as sources for cloning of new items.
 - CFUs should be designed so that students who do not do the reading can gain exposure to content critical to the learning path by working on the questions and referring to the didactic material. Emphasis should be on knowledge and skills which prepare students for success on performance-based activities and assessments, team-based learning, and which advance students' efforts to gain competencies.
 - Rejoinders should focus on teaching concepts. Ideally, sets of CFUs should be linked to didactic content from the textbook, Khan Academy and other curated learning sources.
 - The CFU is in the form of a multiple choice question and is machine gradable.
 - CFUs will be delivered in Word format for internal ITL review.
 - ITL will provide a consolidated list of edits/revisions to be made.

- Final delivery of CFUs will be via a QTI file in the same format as the QTI file provided to CAE by ITL or in Word format. Final delivery will be made as a bulk delivery in QTI format or on a rolling basis if in Word format.
 - The total cost for these items is not to exceed \$88,350.
- Create Practice Problem sets including supporting materials:
 - 16 sets of Practice Problems ("Items") at \$190 per each Item; set of 25 Items at \$4,750 per set.
 - These Items encourage practice of vocabulary, definitions, categorizations, as well as formula, equations, and problems. These discrete point Items are to be built within native Canvas capabilities (e.g., preparing rejoinders without images) with simple graphics from Open Sources from core Course Content (Open Stax, etc.) and simple rejoinders. They may draw heavily from open source items and content as sources for cloning of new items.
 - These Items follow the CFUs and didactic learning and can be summative for the entire module. Compared with the CFUs, which have a strong pedagogic intent, these Items should lean more toward formative assessment. When making decisions about what to include, emphasis should be on knowledge and skills which prepare students for success on performance-based activities and assessments, team-based learning, and which advance students' efforts to gain competencies.
 - Rejoinders, which continue student learning and development, may rely more heavily on reference to resources than detailed explanations.
 - The Practice Problem is in the form of a multiple choice question and is machine gradable.
 - Practice Problems will be delivered in Word format for internal ITL review.
 - ITL will provide a consolidated list of edits/revisions to be made.
 - Final delivery of Practice Problems will be via a QTI file in the same format as the QTI file provided to CAE by ITL or in Word format. Final delivery will be made as a bulk delivery in QTI format or on a rolling basis if in Word format.
 - The total cost for these items is not to exceed \$76,000.
- Create Project Based Assessments ("PBA") including supporting materials:
 - 4 PBAs at \$5,000 per each assessment.
 - Each PBA will focus on the same disease or condition as the "Virtual Rounds," associated with each Mission and will be broken down into three smaller increments, "subtasks" – one per week over a total of three weeks that are scaffolded to support the development of higher-order thinking skills. The PBA will be related, but not tightly tied, to the "Virtual Rounds." The PBA will be focused on a high level to the disease and condition specified in the Course Content for each Mission.
 - The first two "subtasks" will be machine gradable; the third will be rubric-graded by the instructor.
 - Each PBA will include three "subtasks", a sample student response, and rubrics for assessing the student responses.
 - The PBAs will be delivered in Word format for ITL review.
 - ITL will provide a consolidated list of edits/revisions to be made.
 - Final delivery of the PBAs will be in Word format.
 - The total cost for these items is not to exceed \$20,000.

- Create Team Based Learning Framework ("TBL") scenarios including supporting materials:
 - 4 TBL scenarios at \$12,000 per each scenario.
 - Each TBL, one per Mission, is designed to be used in the face-to-face aspect of the program. The TBL will be related, but not tightly tied, to the "Virtual Rounds" and will be broken down into three small increments, "subtasks", - one per week over a total of three weeks that are scaffolded to support the development of higher-order thinking skills, group work, contextualization, problem solving, and collaboration. The TBL will be focused on a high level to the disease and condition specified in the Course Content for each Mission.
 - Each TBL may include activities and work products such as:
 - jigsaw work, with students bringing the work from week 1 to a new group (good for inter-professionalism skill development)
 - continuation of the first problem with additional information added
 - addition of a new twist – students are encouraged to dig deeper and surface information that changes or deepens or complicates the solution they may have reached in week 1
 - Student presentations
 - Each TBL will include three "subtasks," a sample student response, and rubrics for assessing the student responses.
 - The TBLs will be delivered in Word format for ITL review.
 - ITL will provide a consolidated list of edits/revisions to be made.
 - Final delivery of the TBLs will be in Word format.
 - The cost for these items is not to exceed \$48,000.
- University will provide Contractor with the Content Grid and course materials/references ("Course Content") according to the schedule below before work on any deliverables can begin. Contractor delivery dates are dependent on Contractor receipt of Course Content from ITL and can be extended based on Course Content availability.
- Schedule: Contractor delivery dates are dependent on receipt of Course Content from ITL.
 - Mission 1
 - Course Content delivery: 5/27. Khan Academy curation will not affect the current deliverable.
 - Contractor delivery: 6/12
 -
 - Mission 2
 - Course Content delivery: Deliver to Contractor 5/28. Follow-up on Course Content regarding Histology will be delivered to Contractor by 06/04. Gaps in Module 1 Unit 2 Course Content are being populated by the Subject Matter Expert, delivery to Contractor by 06/04. Khan Academy curation will not affect the current deliverables.
 - Contractor delivery: 6/30
 - Mission 3
 - Course Content delivery: 6/11

- Contractor delivery: 7/17
- Mission 4
 - Course Content delivery : 6/11 (same as Mission 3)
 - Contractor delivery: 8/7
- Khan Academy curation will not affect the current deliverables being produced.
- Content association to Virtual Rounds is on a high level to the Disease and Condition. PBAs and TBLs are on topics related to the Virtual Rounds, but they are not expected to be tightly tied to them. For example, the Virtual Round for Breast Cancer will address the effects that breast cancer has on society, the effects on a patient and his or her family, the biology of the disease and the professionals who treat it. It will set students up to understand the disease, and the PBA and TBL can assume that students will have access to some of that information, but that they are likely to need reinforcement in the documents and artifacts Contractor is creating. The task that the students are doing should be more closely related to the biology that the students are learning than to the Virtual Round itself.

Schedule:

Contractor will commence performance of the Project beginning on May 26, 2015, and complete the Project no later than August 31, 2015. Contractor shall deliver the Project in accordance with the following schedule of targeted delivery dates, with payment tied to deliverables as noted.

Instructional Design and Content Creation

Deliverable	Date	Payment
Project Plan, Sample items	June 1	\$46,470
Mission 1	June 12	\$46,470
Mission 2	June 30	\$46,470
Mission 3	July 17	\$46,470
Mission 4	August 7	\$46,470
Total		\$232,350

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
 The Institute for Transformational Learning
 Phone: 512-579-5198

Email: dgarza@utsystem.edu

Fees and Reimbursable Expenses and Disbursements

The Fee Cap for this project is \$232,350.

The Expense Cap for this project is \$3,000.

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

UT System

By: Scott Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 6/25/2015

Council for Aid to Education, Inc.

By: James Hundley

Name: James Hundley

Title: Executive Vice President

Date: 6/22/15

Institute for Transformational Learning

By: Marni Baker Stein

Name: Marni Baker Stein

Title: CIO

Date: _____

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 "University" or the "Requesting Institution") and Council for Aid to Education, Inc. (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective April 24, 2015, in effect between University and Contractor. **This Addendum has an Addendum Effective Date (herein so called) of December 18, 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: BioMed Term 2

Subject to the terms of the Agreement, Contractor shall perform the following tasks to prepare assessment items:

Instructional Design and Content Creation:

- Create Checks for Understanding ("CFU") exercises including supporting rejoinders("Rejoinders"):
 - Develop up to 145 CFUs and/or rejoinders for existing items provided by the University at a unit price of up to \$190 each.
 - CFUs evidence student understanding of the key ideas presented in the instructional unit and the prerequisite concepts for successfully completing the Team Based Learning activities, and Performance Based Assessments. The CFUs and associated Rejoinders are discrete point items built within native Canvas capabilities.
 - CFUs should be based on the facts outlined by the Recommended Resources shown on the "Learn About..." course pages.
 - Rejoinders will be developed for items provided by University, and include a mix of multiple choice and True/False questions.
 - Each CFU should contain a Rejoinder for each answer choice. Rejoinders should guide students toward greater understanding of the concept being addressed.
 - The CFU is in the form of a multiple choice question and is machine gradable.
 - CFUs will be delivered in Word format for internal University review.
 - University will provide a consolidated list of edits/revisions to be made.
 - Contractor will update the CFUs with edits and revisions provided by University.
 - Final delivery of CFUs will be via a QTI file in the same format as the QTI file provided to CAE by ITL or in Word format.

- Create Practice Problem sets including supporting rejoinders:
 - Develop up to 750 Practice Problems at a unit price of \$190.
 - Develop up to 300 Practice Problems to be used as final exam items at a unit price of \$190.
 - These encourage practice of vocabulary, definitions, categorizations, as well as formula, equations, and problems. These Practice Problems and Rejoinders are to be built within native Canvas capabilities. These Items should be based on the facts outlined by the “Recommended Resources” shown on the “Learn About...” course pages.
 - These follow the CFUs and didactic learning and can be summative of the facts and concepts of the entire module. Compared with the CFUs, which have a strong pedagogic intent, these should lean more toward formative assessment with emphasis on knowledge and skills which prepare students for success on Performance Based Assessments, and Team Based Learning activities.
 - Rejoinders, which support student learning and development, may refer students to the Recommended Resources rather than include detailed factual explanations.
 - The Practice Problem is in the form of a multiple choice question and is machine gradable.
 - Practice Problems will be delivered in Word format for internal University review.
 - University will provide a consolidated list of edits/revisions to be made.
 - Contractor will update the Practice Problems with edits and revisions provided by University.
 - Final delivery of Practice Problems will be via a QTI file in the same format as the QTI file provided to CAE by ITL or in Word format.
- Create Project Based Assessments (“PBA”) including supporting materials:
 - Develop 1 PBA at a unit cost of \$5,000, and up to 6 modified PBAs at a unit price of up to \$5,000.
 - Each PBA consists of two subtasks, Subtask One is machine gradable and Subtask Two is rubric gradable. Subtasks are scaffolded to support the development of higher-order thinking skills.
 - Each PBA will focus on the same disease or condition as the “Virtual Rounds,” associated with each Mission.
 - Each PBA will consist of the assessment items (questions) for Subtask One, the expository material for Subtask Two, a sample student response to Subtask Two, and rubrics for assessing the student responses.
 - The PBA will be delivered in Word format for ITL review.
 - ITL will provide a consolidated list of edits/revisions to be made.
 - Final delivery of the PBA will be in Word format.
- Create Team Based Learning Framework (“TBL”) scenarios including supporting materials:
 - Develop 1 TBL at a unit price of \$12,000, and up to 12 modified TBLS at a unit price of up to \$12,000.
 - Each TBL is designed to be used during face-to-face instruction, and will include materials and descriptions to support an instructor-led activity, a sample student response, and rubrics for assessing the student responses.

- The TBL will be delivered in Word format for ITL review.
 - ITL will provide a consolidated list of edits/revisions to be made.
 - Final delivery of the TBL will be in Word format.
- The CFUs, Practice Problems, associated rejoinders, PBAs and TBLs are separate deliverables under this Addendum. The CFUs, Practice Problems, Rejoinders, PBAs, TBLs and all other materials developed under this Addendum are all Work Materials.
- University will provide Contractor with access to the Recommended Resources and other online course materials/references (collectively "Course Content") before work on any deliverables can begin. Contractor delivery dates are dependent on Contractor receipt of Course Content from University and can be extended based on Course Content availability.
- University reserves the right to specify the number of each item to be developed by the Contractor up to the maximum number specified in the delivery schedule. University agrees to pay for only the number of items delivered and accepted.

Schedule:

Contractor will commence performance of the Project beginning on December 8, 2015. Contractor shall deliver the Project in accordance with the following schedule of delivery dates. University shall review the deliverables for acceptance. University shall have sole discretion to accept deliverables based on the criteria outlined above. Payment shall be in accordance with the Agreement.

Delivery Schedule

Deliverable	Date	Cost
Project Plan, Sample items	December 22, 2015	\$0
Genetics related items:	January 6, 2016	\$20,800
20 CFUs, 1 PBA, 1 TBL		
Up to 145 CFUs and/or rejoinders for existing items at a unit price of up to \$190 each	Rolling delivery through April 15, 2016	Not to exceed \$27,550
Up to 750 Practice Problems at \$190 each	Rolling delivery through April 15, 2016	Not to exceed \$142,500
Up to 300 Practice Problems for final exams at \$190 each	Rolling delivery through April 15, 2016	Not to exceed \$57,000
Up to 6 Performance Based Assessments at a unit price of up to \$5,000 each	Rolling delivery through April 15, 2016	Not to exceed \$30,000

Up to 12 Team Based Learning activities at a unit price of up to \$12,000 each	Rolling delivery through April 15, 2016	Not to exceed \$144,000
Total		Up to \$421,850

Project Notification:

Any notification required under this Addendum shall be sent to the University's attention at the enclosed address.

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

Fees and Reimbursable Expenses and Disbursements

Travel fees will be reimbursed on a cost basis according to the terms below, prior approval by University required. Travel fees will not exceed \$3,000.00.

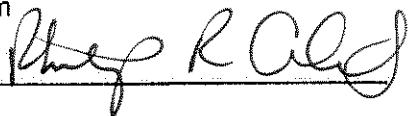
Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.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.

Total fees and expenses contemplated by this Addendum are \$424,850.

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

UT System

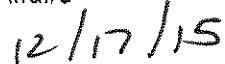
By:



Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for Business Affairs

Date:


12/17/15

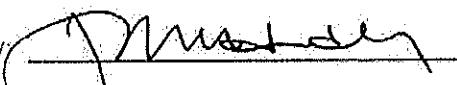
Philip Aldridge, Associate Vice Chancellor

Authorized to sign in the absence of

Scott C. Kelley, Exec. Vice Chancellor for Business Affairs

Council for Aid to Education, Inc.

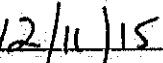
By:



Name: James Hundley

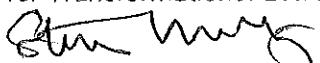
Title: Executive Vice President

Date:


12/11/15

Institute for Transformational Learning

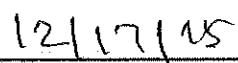
By:



Name: Steve Mintz

Title: Executive Director

Date:


12/17/15

2017 - OSD
2015 - 163

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 "University" or the "Requesting Institution") and Council for Aid to Education, Inc. (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective April 24, 2015, in effect between University and Contractor. **This Addendum has an Addendum Effective Date (herein so called) of September 9, 2016. The term of this Addendum shall be from the Addendum Effective Date until October 28, 2016.**

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: BioMed Year 2 Term 3 Part Two

Subject to the terms of the Agreement, Contractor shall prepare the following for the Bachelor's Degree in Biomedical Sciences:

Deliverable	Mission: BMED 3 (Genetics and Evolutionary Medicine)				
	#	Description	Schedule	Cost/unit	Total Cost
#1	10	MCAT Style items with rejoinders 10 items/unit for Unit 1	Delivery Date 28 Sep 2016: MCAT quiz for Unit 1	\$190	\$1,900
#2	40	MCAT Style items without rejoinders 10 items/unit for 5 total units	Delivery Date 28 Sep 2016: MCAT quiz for Unit 2-5	\$190	\$7,600
				Total	\$9,500

Deliverable	Mission: BMED 4 (Immunology and Microbiology)				
	#	Description	Schedule	Cost/unit	Total Cost
#3	25	Practice Set multiple choice questions with rejoinders 25 items/ unit for Unit 1	Delivery Date 28 Sep 2016: Practice Set Unit 1	\$190	\$4,750
#4	10	iRAT problem based, multiple choice questions with no rejoinders, 10 items/ unit for Unit 1	Delivery Date 28 Sep 2016: iRAT Unit 1	\$140	\$1,400
#5	125	Practice Set multiple choice questions with rejoinders 25 items/ unit for 5 total units for	Delivery Date 28 Sep 2016: Practice set Unit 2-6	\$190	\$23,750

		Units 2-6			
#6	50	iRAT problem based, multiple choice questions with no rejoinders, 10 items/ unit for 5 total units for Units 2-6	Delivery Date 28 Sep 2016: iRAT Unit 2-6	\$140	\$7,000
#7	20	Practice Set multiple choice questions without rejoinders 20 items (for Midterm).	Delivery Date 28 Sep 2016: Practice Set for Midterm / Module 1 Unit 1, Unit 2 / Module 2 Unit 1	\$190	\$3800
#8	50	Practice Set multiple choice questions without rejoinders 50 items (for Final).	Delivery Date 28 Sep 2016: Practice Set for Final / Module 2 Unit 2 / Module 3 Unit 1, Unit 2	\$190	\$9500
			Total	\$50,200	

Deliverable	Mission: 1 Legal Medicine and Ethics				
	#	Description	Schedule	Cost/unit	Total Cost
#9	10	Checks for Understanding (CFU) items with rejoinders 10 items/unit for Unit 1	Delivery Date 28 Sep 2016	\$190	\$1,900
#10	1	Performance Based Assessment (PBA) modified to include 10 multiple choice questions with rejoinders, a case scenario with a real-world document, one short answer questions with sample answer, added information to case scenario, and a second short answer question regarding the new twist.	Delivery Date 28 Sep 2016	\$6,400	\$6,400
#11	140	CFU items with rejoinders 10 items/unit for Unit 1	Delivery Date 28 Sep 2016	\$190	\$26,600
#12	2	PBA modified to include 10 multiple choice questions with rejoinders, a case scenario with a real-world document, one short answer questions with sample answer, added information to case scenario, and a second short answer question regarding the new twist.	Delivery Date 28 Sep 2016	\$6,400	\$12,800
			Total	\$47,700	

Deliverable	Mission: 1 Physics				
	#	Description	Schedule	Cost/unit	Total Cost
#13	06	CFU rewrite for Units 2-4. 2.1, 2.2, 3.1, 3.2, 4.1, & 4.2	Delivery Date 28 Sep 2016: CFU rewrites for Unit 2-4	\$1,500	\$9,000
					Total \$9,000

- The Deliverables and all other materials developed under this Addendum are all Work Materials.
- University will provide Contractor with access to the Recommended Resources and other online course materials/references (collectively "Course Content") before work on any deliverables can begin. Contractor delivery dates are dependent on Contractor receipt of Course Content from University and can be extended based on Course Content availability.
- University reserves the right to specify the number of each item to be developed by the Contractor up to the maximum number specified in the delivery schedule. University agrees to pay for only the number of items delivered and accepted.

Schedule:

Contractor will commence performance of the Project beginning on September 9, 2016. Contractor shall deliver the Project in accordance with the following schedule of delivery dates. University shall review the deliverables for acceptance. University shall have sole discretion to accept deliverables based on the criteria outlined above. Payment shall be in accordance with the Agreement.

Project Notification:

Any notification required under this Addendum shall be sent to the University's attention at the enclosed address.

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

Fees and Reimbursable Expenses and Disbursements

Travel fees will be reimbursed on a cost basis according to the terms below, prior approval by University required. Travel fees will not exceed \$3,000.00.

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://fmx.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.

Total fees and expenses contemplated by this Addendum are: \$119,400
IN WITNESS WHEREOF, the Requesting Institution and Contractor have executed and delivered this Addendum to be effective as of the Addendum Effective Date.

UT System

By: Scott Kelley

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for Business Affairs

Date: 9-21-2016

Council for Aid to Education, Inc.

By: James Hundley

Name: James Hundley

Title: Executive Vice President

Date: 9/19/16

Institute for Transformational Learning

By: Steve Mintz

Name: Steve Mintz

Title: Executive Director

Date: 9/20/16

2016-1690
2015-163

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 "University" or the "Requesting Institution") and Council for Aid to Education, Inc. (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective April 24, 2015, in effect between University and Contractor. **This Addendum has an Addendum Effective Date (herein so called) of July 31, 2016.** **The term of this Addendum shall be from the Addendum Effective Date until September 19, 2016.**

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: BioMed Year 2 Term 3

Subject to the terms of the Agreement, Contractor shall perform the following tasks to prepare content for the Bachelor's Degree in Biomedical Sciences:

Instructional Design and Content Creation:

Mission: BMED 8 (Neurochemistry and Advanced Neuroscience)				
#	Description	Schedule	Cost/unit	Total Cost
15	Team-based Learning (TBL) Frameworks each consisting of: <ul style="list-style-type: none"> • 35 multiple choice items with rejoinders assessing students' comprehension of key concepts in associated reading material provided by the University • 1 case study on topic provided by the University • 3 short answer questions assessing students' ability to solve case study problems with sample answers • 10 multiple choice scenario based questions without rejoinders related to content of unit (utilize the BMED 8 case application directions document) 	August 12, 2016: TBL for Unit 1	\$10,000	\$10,000
		August 12, 2016: Module 1 units 2-4		\$30,000
		August 12, 2016: TBLs for Module 1 Units 5 and Module 2 units 1-3		\$40,000
		August 12, 2016: TBLs for Module 2 Units 4-6		\$30,000
		August 12, 2016: TBLs for Module 3 Unit 1-4		\$40,000
				Total \$150,000

Mission: BMED 2 (Cells and Tissues)				
#	Description	Schedule	Cost/unit	Total Cost
10	MCAT Style items without rejoinders	August 12, 2016:	\$140	\$1,400

	10 items/unit for Unit 1	MCAT quiz for Unit 1		
1	One-part Original Performance Based Assessments (PBA) including artifacts or reference materials, a written assignment, two short answer questions, and two sample answers.	August 12, 2016: PBA Module 1	\$2,500	\$2,500
61	MCAT Style items without rejoinders 10 items/unit for 5 total units (plus 11 additional items due to revised specifications)	August 12, 2016: MCAT quiz for Unit 2-6	\$140	\$8,540
2	One-part Original Performance Based Assessments (PBA) including artifacts or reference materials, a written assignment, two short answer questions, and two sample answers.	August 12, 2016: PBAs Module 2-3	\$2,500	\$5,000
			Total	\$17,440

Mission: 1 Physics				
#	Description	Schedule	Cost/unit	Total Cost
1	One-part Original Performance Based Assessment (PBA) modified to include 1 passage and 5 MCAT Style items with rejoinders 5 items/unit for Unit 1	August 19, 2016: MCAT quiz (PBA) for Unit 1	\$2,000	\$2,000
6	One-part Original Performance Based Assessment (PBA) modified PBA to include 1 passage and 5 MCAT Style items with rejoinders 5 items/unit,	August 19, 2016: MCAT style quiz (PBA) Modules 1-4, 7 units	\$2,000	\$12,000
8	One-part Original Performance Based Assessment (PBA) modified to include 1 passage and 5 MCAT Style items with rejoinders 5 items/unit	August 19, 2016: MCAT style quiz (PBA) Modules 5-8, 8 units	\$2,000	\$16,000
			Total	\$30,000

Mission: BMED 8 (Neurochemistry and Advanced Neuroscience) Mission: BMED 2 (Cells and Tissues) Mission: 1 Physics	Total	\$30,000
	Grand Total	\$150,000 \$17,440 \$30,000

		\$197,440
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- The Team Based Learning, MCAT Style Items, Performance Based Assessments, and Checks for Understanding are separate deliverables under this Addendum. The Team Based Learning, MCAT Style Items, Performance Based Assessments, and Checks for Understanding and all other materials developed under this Addendum are all Work Materials.
- University will provide Contractor with access to the Recommended Resources and other online course materials/references (collectively "Course Content") before work on any deliverables can begin. Contractor delivery dates are dependent on Contractor receipt of Course Content from University and can be extended based on Course Content availability.
- University reserves the right to specify the number of each item to be developed by the Contractor up to the maximum number specified in the delivery schedule. University agrees to pay for only the number of items delivered and accepted.

Schedule:

Contractor will commence performance of the Project beginning on August 3, 2016. Contractor shall deliver the Project in accordance with the schedule of delivery dates listed in the table above. University shall review the deliverables for acceptance. University shall have sole discretion to accept deliverables based on the criteria outlined above. Payment shall be in accordance with the Agreement.

Project Notification:

Any notification required under this Addendum shall be sent to the University's attention at the enclosed address.

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

Fees and Reimbursable Expenses and Disbursements

Travel fees will be reimbursed on a cost basis according to the terms below, prior approval by University required. Travel fees will not exceed \$3,000.00.

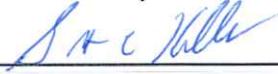
Contractor may be reimbursed without mark-up for reasonable expenses (including meals, lodging, mileage and coach class airfare) validly incurred directly and solely in support of the Project and approved by Requesting Institution advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmx.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.

Total fees and expenses contemplated by this Addendum are: \$200,440

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

University of Texas System

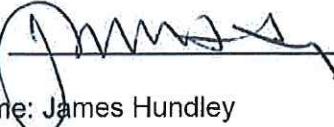
By: 

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for
Business Affairs

Date: 8/8/16

Council for Aid to Education, Inc.

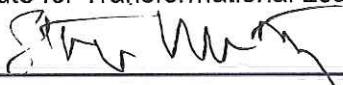
By: 

Name: James Hundley

Title: Executive Vice President

Date: 7/31/16

Institute for Transformational Learning

By: 

Name: Steve Mintz

Title: Executive Director

Date: 8/3/16

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 Council for Aid to Education, Inc. (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective April 24, 2015, in effect between The University of Texas System, an agency and institution of higher education organized under the laws of the State of Texas ("University"), and Contractor. This Addendum has an Addendum Effective Date (herein so called) of May 26, 2015.

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

Project:

Subject to the terms of the Agreement, Contractor shall perform the following tasks to prepare **Chemistry** assessment items:

Instructional Design and Content Creation

- Create Checks for Understanding exercises including supporting materials:
 - 12 sets of "checks for understanding" at \$190 per each exercise; set of 15 at \$2,850.
 - CFUs evidence student understanding of the big ideas of the unit and the prerequisite concepts for doing well in the Team Based Learning & Problem Based Assessments. These are discrete point items built within native Canvas capabilities (e.g., preparing rejoinders without images) with simple graphics from Open Sources from core Course Content (OpenStax, etc.) and simple rejoinders. They may draw heavily from open source items and content as sources for cloning new items.
 - CFUs should be designed so that students who do not do the reading can gain exposure to content critical to the learning path by working on the questions and referring to the didactic material. Emphasis should be on knowledge and skills which prepare students for success on performance-based activities and assessments, team-based learning, and which advance students' efforts to gain competencies.
 - Rejoinders should focus on teaching concepts. Ideally, sets of CFUs should be linked to didactic content from the textbook, Khan Academy and other curated learning sources.
 - The CFU is in the form of a multiple choice question and is machine gradable.
 - CFUs will be delivered in Word format for internal ITL review.
 - ITL will provide a consolidated list of edits/revisions to be made.

- Final delivery of CFUs will be via a QTI file in the same format as the QTI file provided to CAE by ITL or in Word format. Final delivery will be made as a bulk delivery in QTI format or on a rolling basis if in Word format.
 - The total cost for these items is not to exceed \$34,200.
- Create Practice Problem sets including supporting materials:
 - 12 sets of practice problems at \$190 per each practice problem, set of 20 at \$3,800.
 - These Items encourage practice of vocabulary, definitions, categorizations, as well as formula, equations, and problems. These discrete point Items are to be built within native Canvas capabilities (e.g., preparing rejoinders without images) with simple graphics from Open Sources from core Course Content (Open Stax, etc.) and simple rejoinders. They may draw heavily from open source items and content as sources for cloning of new items.
 - These Items follow the CFUs and didactic learning and can be summative for the unit. Compared with the CFUs, which have a strong pedagogic intent, these Items should lean more toward formative assessment. When making decisions about what to include, emphasis should be on knowledge and skills which prepare students for success on performance-based activities and assessments, team-based learning, and which advance students' efforts to gain competencies.
 - Rejoinders, which continue student learning and development, may rely more heavily on reference to resources than detailed explanations.
 - The Practice Problem is in the form of a multiple choice question and is machine gradable.
 - Practice Problems will be delivered in Word format for internal ITL review.
 - ITL will provide a consolidated list of edits/revisions to be made.
 - Final delivery of Practice Problems will be via a QTI file in the same format as the QTI file provided to CAE by ITL or in Word format. Final delivery will be made as a bulk delivery in QTI format or on a rolling basis if in Word format.
 - The total cost for these items is not to exceed \$45,600.
- Create Project Based Assessments (PBA) including supporting materials:
 - 1 project based assessment at \$5,000 per assessment.
 - The PBA will focus on the materials and ideas developed by ITL in conjunction with its subject matter expert. Each PBA for Chemistry will include three parts, or subtasks. The three parts or subtasks of the PBA can be progressive (like the biomed PBAs are) or stand-alone. Generally, ITL has organized the chemistry course in an "atoms first" approach (an approach which fits well with biomedical science). In this approach, the students' study moves from Micro to Macro.
 - The first two "subtasks" will be machine gradable; the third will be rubric-graded by the instructor.
 - The PBA will include three "subtasks", a sample student response, and rubrics for assessing the student responses.
 - The PBA will be delivered in Word format for ITL review.
 - ITL will provide a consolidated list of edits/revisions to be made.
 - Final delivery of the PBA will be in Word format.
 - The total cost for this item is not to exceed \$5,000.

- Create “Pre-Challenge Test” items (these are modified Checks for Understanding exercises as described below):
 - One hundred fifty (150) items at \$190 per item
 - ITL will specify the quantity of items to be developed for each of the 21 topics and any subtopics
 - Each item will be in a multiple choice format and machine gradeable.
 - Items will be developed based on the content given in the OpenStax source material listed in the Content Grid. OpenStax material may be replaced with other content material at the direction of UTx.
 - Explanatory rejoinders will not be provided for any of the items. However, a general reference to the OpenStax chapter (e.g., “See OpenStax Chapter 2.1”) or replacement content material will be included.
 - Graphs or art will be included as appropriate to the item being developed.
 - CAE will enter any metadata if metadata tags are provided for each item.
 - Items will be delivered in Word format for internal ITL review.
 - ITL will provide a consolidated list of edits/revisions to be made.
 - Final delivery of items will be via a QTI file in the same format as the QTI file provided to CAE by ITL or in Word format. Final delivery will be made as a bulk delivery in QTI format or on a rolling basis if in Word format.
 - The total cost for these items is not to exceed \$28,500.
- University will provide Contractor with the Content Grid and course materials/references (“Course Content”) according to the schedule below before work on any deliverables can begin. Contractor delivery dates are dependent on Contractor receipt of Course Content from ITL and can be extended based on Course Content availability.
- Schedule: Contractor delivery dates are dependent on receipt of Course Content from ITL.
 - Module 1
 - Course Content delivery: June 20, 2015
 - Contractor delivery: July 10, 2015
 - Module 2
 - Course Content delivery: July 5, 2015
 - Contractor delivery: July 15, 2015
 - Module 3
 - Course Content delivery: July 15, 2015
 - Contractor delivery: July 30, 2015

Schedule:

Contractor will commence performance of the Project beginning on May 26, 2015, and complete the Project no later than August 31, 2015. Contractor shall deliver the Project in accordance with the following schedule of targeted delivery dates, with payment tied to deliverables as noted.

Instructional Design and Content Creation

Deliverable	Date	Payment
Project Plan, Sample items	June 12	\$28,325
Module 1	July 10	\$28,325
Module 2	July 15	\$28,325
Module 3	July 30	\$28,325
Total		\$113,300

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
The Institute for Transformational Learning
Phone: 512-579-5198
Email: dgarza@utsystem.edu

Fees and Reimbursable Expenses and Disbursements

Travel fees will be reimbursed on a cost basis, prior approval by ITL required. Travel fees will not exceed \$3,000.00.

Total fees contemplated by this Addendum are: \$113,300.

The Fee Cap for this Project is \$ 116,300.00.

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

UT System

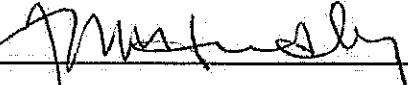
By: 

Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for Business Affairs

Date: 8-5-2015

Council for Aid to Education, Inc.

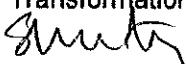
By: 

Name: James Hundley

Title: Executive Vice President

Date: 7/29/15

Institute for Transformational Learning

By: 

Name: Steve Mintz

Title: Executive Director

Date: 8/3/15

PROJECT ADDENDUM

This Addendum (the "Addendum") is in effect between the University of Texas System, an agency and institution of higher education established under the laws of the State of Texas (the "University" or the "Requesting Institution") and Council for Aid to Education, Inc. (the "Contractor"). This Addendum is attached to and incorporated into the previously executed Non-Exclusive Master Services Agreement (the "Agreement"), dated effective April 24, 2015, in effect between University and Contractor. **This Addendum has an Addendum Effective Date (herein so called) of December 18, 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: Chemistry, Term 2

Subject to the terms of the Agreement, Contractor shall perform the following tasks to prepare assessment items:

Instructional Design and Content Creation:

- Create Checks for Understanding ("CFU") exercises including supporting rejoinders ("Rejoinders"):
 - Develop up to 45 CFUs at a unit price of \$190.
 - CFUs evidence student understanding of the key ideas presented in the instructional unit and the prerequisite concepts for successfully completing the Performance Based Assessments. The CFUs and Rejoinders are discrete point items built within native Canvas capabilities.
 - CFUs should be based on the facts outlined by the Recommended Resources shown on the "Learn About..." course pages.
 - Each CFU should contain a Rejoinder for each answer choice. Rejoinders should guide students toward greater understanding of the concept being addressed.
 - The CFU is in the form of a multiple choice question and is machine gradable.
 - CFUs will be delivered in Word format for internal University review.
 - University will provide a consolidated list of edits/revisions to be made.
 - Contractor will update the CFUs with edits and revisions provided by University.
 - Final delivery of CFUs will be via a QTI file in the same format as the QTI file provided to Contractor by University, or in Word format.
- Create Practice Problem sets including supporting Rejoinders:
 - Develop up to 450 Practice Problems at a unit price of \$190.
 - Develop up to 150 Practice Problems to be used as final exam items at a unit price of \$190.

- These Practice Problems encourage practice of vocabulary, definitions, categorizations, as well as formula, equations, and problems. These discrete Practice Problems and associated Rejoinders are to be built within native Canvas capabilities. These should be based on the facts outlined by the “Recommended Resources” shown on the “Learn About...” course pages.
 - These follow the CFUs and didactic learning and can be summative of the facts and concepts of the entire module. Compared with the CFUs, which have a strong pedagogic intent, these should lean more toward formative assessment. When making decisions about what to include, emphasis should be on knowledge and skills which prepare students for success on performance-based activities and assessments, team-based learning, and which advance students’ efforts to gain competencies.
 - Rejoinders, which continue student learning and development, may refer students to the Recommended Resources rather than include detailed factual explanations.
 - The Practice Problem is in the form of a multiple choice question and is machine gradable.
 - Practice Problems will be delivered in Word format for internal University review.
 - University will provide a consolidated list of edits/revisions to be made.
 - Contractor will update the Practice Problems with edits and revisions provided by University.
 - Final delivery of Practice Problems will be via a QTI file in the same format as the QTI file provided to Contractor by University, or in Word format.
- Create Performance Based Assessments (“PBA”) including supporting materials:
 - Develop up to 3 PBAs at a unit price of up to \$5,000.
 - Each PBA consists of two subtasks, subtask 1 is machine gradable and subtask 2 is rubric gradable.
 - Each PBA will focus on the same disease or condition as the “Virtual Rounds,” associated with each Mission and will be broken down into two smaller increments, “subtasks” – that are scaffolded to support the development of higher-order thinking skills. The PBA will be related, but not tightly tied, to the “Virtual Rounds.” The PBA will be focused on a high level to the disease and condition specified in the Course Content for each Mission.
 - Each PBA will include two “subtasks”, a sample student response, and rubrics for assessing the student responses.
 - Each PBA will include up to 5 Practice Problems.
 - PBAs will follow the format of and include the metadata identified on the template provided to Contractor by University on December 4.
 - The PBA will be delivered in Word format for ITL review.
 - University will provide a consolidated list of edits/revisions to be made.
 - Final delivery of the PBA will be in Word format.
- The CFUs, Practice Problems, associated Rejoinders, and PBAs are separate deliverables under this Addendum. The CFUs, Practice Problems, Rejoinders, PBAs, and all other materials developed under this Addendum are all Work Materials.

- University will provide Contractor with access to the Recommended Resources and other online course materials/references (collectively “Course Content”) before work on any deliverables can begin. Contractor delivery dates are dependent on Contractor receipt of Course Content from University and can be extended based on Course Content availability.
- University reserves the right to specify the precise number of each item to be developed by the Contractor up to the maximum number specified in the delivery schedule. University agrees to pay for only the number of items delivered and accepted.

Schedule:

Contractor will commence performance of the Project beginning on the Addendum Effective Date. Contractor shall deliver the Project in accordance with the following schedule of delivery dates. University shall review the deliverables for acceptance. University shall have sole discretion to accept deliverables based on the criteria outlined above. Payment shall be in accordance with the Agreement.

Delivery Schedule

Deliverable	Date	Cost
Project Plan, Sample items	December 22, 2015	
Up to 45 CFUs at \$190 each	Rolling delivery through April 15, 2016	Not to exceed \$8,550
Up to 450 Practice Problems at \$190 each	Rolling delivery through April 15, 2016	Not to exceed \$85,500
Up to 150 Practice Problems for final exams at \$190 each	Rolling delivery through April 15, 2016	Not to exceed \$28,500
Up to 3 Performance Based Assessments at a unit price up to \$5,000 each	Rolling delivery through April 15, 2016	Not to exceed \$15,000
Total		Not to exceed \$137,550

Payment Schedule

Invoices will be submitted monthly based upon the quantity of items delivered and accepted. Each billable delivery will include a combination of CFUs, PPs, and PBAs.

Project Notification:

Any notification required under this Addendum shall be sent to the University's attention at the enclosed address.

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

Fees and Reimbursable Expenses and Disbursements

Travel fees will be reimbursed on a cost basis in accordance with the terms below, prior approval by University required. Travel fees will not exceed \$3,000.00.

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://fmx.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.

Total fees and expenses contemplated by this Addendum are \$140,550.

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

UT System

By:



Name: Scott C. Kelley, Ed. D.

Title: Executive Vice Chancellor for Business Affairs

Date: 12/17/15

Philip Aldridge, Associate Vice Chancellor

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

Institute for Transformational Learning

By:



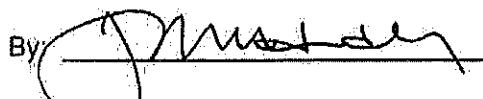
Name: Steve Mintz

Title: Executive Director

Date: 12/17/15

Council for Aid to Education, Inc.

By:



Name: James Hundley

Title: Executive Vice President

Date: 12/11/15