

SUBCONTRACT AGREEMENT

Between
UNIVERSITY OF CENTRAL FLORIDA
12201 Research Parkway, Suite 501, Orlando, FL 32826
And
ENSPIRE LEARNING
1708 Guadalupe Street, Austin, TX 78701

This Agreement made and entered into by and between the University of Central Florida (UCF), acting for and on behalf of the UCF Board of Trustees or, as applicable, its assigns and/or successors, and Enspire Learning(SUBCONTRACTOR).

The terms of this Agreement are intended to provide the administrative framework for UCF and SUBCONTRACTOR (the Parties) to cooperate in the performance of this project. SUBCONTRACTOR shall make all reasonable efforts to perform the scope of work as outlined in Appendix A.

It is understood this is a subcontract under UCF's prime award, which is incorporated by reference into this Agreement:

- A) Award Name: Research, Academic, Operations & Support
 - B) Award Number: W91CRB-08-D-0015
 - C) Award Year: 2008
 - D) Federal Agency: US Army RDECOM

ARTICLE I - STATEMENT OF WORK

SUBCONTRACTOR shall provide all the necessary personnel and facilities to conduct the work of this agreement.

ARTICLE II - PERIOD OF PERFORMANCE

This Agreement shall begin on 05/26/2009 and shall not extend beyond 12/31/2009 unless the period is extended by modification of this Agreement.

ARTICLE III – FINANCIAL SUPPORT

This is a Fixed Price Agreement in the amount of \$181,000. Serially numbered invoices from SUBCONTRACTOR shall be sent to UCF in accordance with Appendix A. The invoices shall contain the above assigned UCF reference number, along with sufficient detail to enable UCF to review and approve them. The invoices must be signed by the SUBCONTRACTOR's authorized fiscal agent and include the following statement, "I hereby certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in application and award documents." Any invoice for a particular work item not submitted to UCF within 60 days of the end of the project period, will not be honored by UCF.

Sponsor's Billing Address: University of Central Florida
Finance & Accounting
Research Pavilion, Suite 300
12424 Research Parkway
Orlando, FL 32826
Attn: Holly Terpos
Phone: 407-882-1002
Email: hterpos@mail.ucf.edu

ARTICLE IV – ADMINISTRATIVE CONSIDERATION

The policies of SUBCONTRACTOR concerning all financial expenditures shall meet all applicable state and federal regulations.

ARTICLE V - ADMINISTRATIVE PERSONNEL

University of Central Florida

Technical:

Dr. David Metcalf

University of Central Florida/IST
3100 Technology Parkway
Orlando, FL 32826

Phone: 407.882.1496

Fax: 407.882.1335

E-Mail: dmetcalf@ist.ucf.edu

SUBCONTRACTOR

Technical:

Phone:

Fax:

E-Mail:

Contractual:

Terri Vallery, Contract Manager
University of Central Florida
Office of Research & Commercialization
12201 Research Parkway, Ste. 501
Orlando, FL 32826-0150

Contractual:

Phone: 407.882.1186

Fax: 407.823.3299

E-mail: tvallery@mail.ucf.edu

Phone:

Fax:

E-mail:

ARTICLE VI – REBUDGETING

SUBCONTRACTOR may re-budget only as marked/checked:

- Direct costs as dictated by SUBCONTRACTOR'S needs.
- Is not permitted to re-budget indirect costs into direct costs or use indirect costs for any other purpose.
- Prior approval for all budget transfers is required.
- 10% of the total award or \$100,000, whichever is less.
- Budget transfer approval required only if the transfer includes a change to the scope of work as outlined in Appendix A.

ARTICLE VII - AUDIT

All costs incurred in the performance of this Agreement will be subject to audit by the cognizant audit agency. SUBCONTRACTOR shall be responsible for payment of any and all audit exceptions, which are identified by audit agency.

SUBCONTRACTOR will permit UCF's auditors, other knowledgeable staff, or auditors engaged by UCF, whichever is appropriate, to have access to the records and financial statements as necessary for UCF to comply with OMB Circular A-133, [Subpart D, paragraph.400 (d) (3)].

SUBCONTRACTOR will abide by any requirements imposed on the subrecipient by Federal laws, regulations, and the provisions of the award agreement as well as any supplemental requirements imposed by UCF as required by OMB Circular A-133, [Subpart D, paragraph.400 (d) (2)].

SUBCONTRACTOR must provide all supporting documentation (copies of actual invoices, etc.) for the requests for reimbursement if the subrecipient does not have an OMB Circular A-133 audit performed for the period covering the awards from UCF.

SUBCONTRACTOR must provide to the address in Article III a copy of their latest annual audit report and management response to findings.

ARTICLE VIII - PUBLICATION

The parties agree that SUBCONTRACTOR may publish the results of the work in its own form.

UCF requires a copy of any proposed publication 60 days in advance of submission to review for confidential information, material which would affect pending patents, and to forward to prime funding source, if applicable. UCF's review will be completed and any objections made within this 60 days.

SUBCONTRACTOR'S publication shall acknowledge support by including the following statement:

"This project was sponsored by the US Army Research, Development, and Engineering Command contract #W91CRB08D0015 through the University of Central Florida. The content and opinions represented in this document do not necessarily reflect the position or the policy of the Government or UCF, and no official endorsement should be inferred."

ARTICLE IX - EQUIPMENT

Equipment purchases not permitted.

ARTICLE X – PATENTS

For purposes of this Agreement, the term "Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries, including, but not limited to mask works, computer software (both object and source code), data bases, negatives, plates, dyes, molds, prints, paintings, artwork, sketches, designs, processes, product names and logos, discoveries, know-how, methods, writings, photographs, etchings, drawings, mechanicals, ideas, concepts, inventions, prototypes, copyrights, copyrightable works, patents, pending patent applications, trademarks/service marks, trade secrets or any other work or material or property (both tangible and intangible).

"Background Intellectual property" shall be defined as including, but not limited to, Intellectual Property which was in existence prior to the effective date of this Agreement. For the purposes of this Section, the "making" of inventions shall be governed in accordance with 42 USC 5908 et seq.

Intellectual Property made or created solely by UCF employees, faculty or staff will be solely owned by UCF. Intellectual Property made or created solely by SUBCONTRACTOR employees, faculty or staff will be solely owned by SUBCONTRACTOR. Intellectual Property made jointly by employees, faculty and/or staff of both UCF and SUBCONTRACTOR will be jointly owned by UCF and SUBCONTRACTOR who agree to jointly determine patent filing and licensing responsibilities. The parties agree to insure that all persons who perform any part of the work under this Agreement and who may be reasonably expected to make or create intellectual property shall be covered by and subject to the terms of this Agreement related to Intellectual Property and Confidential Information.

The parties agree that any existing Background Intellectual Property and/or technologies of a company, university, inventor and/or investigator existing prior to the effective date of this Agreement shall be its separate property, respectively, and shall not be affected by this Agreement. By entering into the terms of this Agreement, neither party shall acquire any claims

to or rights in any Background Intellectual Property and/or technologies in existence prior to the effective date of this Agreement.

Nothing in this Agreement shall circumvent or restrict UCF's pre-existing obligations with the U.S. government pertaining to any kind of intellectual property including, but not limited to, such pre-existing obligations contained in grants, contracts and other types of Agreements or arrangements between UCF and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property which is being developed.

Notwithstanding any provision to the contrary in this Agreement, UCF shall retain the right to practice any invention and discovery developed hereunder for its own academic, non-commercial research and teaching purposes.

The terms outlined in Article X are subject to the terms and conditions of UCF's prime award.

ARTICLE XI –CONFIDENTIAL INFORMATION

Should it be necessary for either party to receive confidential information, the disclosing party agrees to state in writing at the time of delivery that such information is confidential, or if given orally, reduce to writing, clearly marked as confidential, within 30 days of the oral disclosure. The receiving party and its personnel agree to safeguard the confidential material to the same extent it safeguards its own. The parties' technical representatives are responsible for initiating a Confidential Disclosure Agreement if applicable, and forwarding it to the contractual representatives for execution.

ARTICLE XII – HUMAN SUBJECTS

No research involving humans is planned or authorized under this Agreement.

ARTICLE XIII – LABORATORY ANIMALS

No research involving animals is planned or authorized under this Agreement.

ARTICLE XIV – CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

SUBCONTRACTOR certifies that it complies with Title VI of the Civil Rights Act of 1964 and has a valid Assurance of Compliance on file with the federal government.

ARTICLE XV - REPORTING REQUIREMENTS

SUBCONTRACTOR shall render to UCF's contractual representative technical progress reports as delineated in Appendix A.

ARTICLE XVI - TERMINATION

If UCF's prime agreement should be terminated during the performance of this subcontract, or should the prime agreement funding for support be deleted or reduced, UCF may in written notice to **SUBCONTRACTOR** terminate this Agreement upon reasonable notice consistent with the termination of the prime agreement.

Either party may terminate this Agreement upon thirty (30) days written notification to the other. In the event of termination, **SUBCONTRACTOR** will be reimbursed for all costs incurred and any non-cancelable obligations properly incurred through the date of termination.

ARTICLE XVII – ASSIGNMENT

SUBCONTRACTOR may not assign or transfer its rights and remedies nor transfer its obligations or subcontract for any of the services to be performed under this Agreement, in whole or part, without the prior written consent of UCF.

ARTICLE XVIII – INDEMNIFICATION

SUBCONTRACTOR assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of **SUBCONTRACTOR**'s officers, employees, servants, and agents, or other persons acting or engaged to act by **SUBCONTRACTOR** in furtherance of the obligations of **SUBCONTRACTOR** under this agreement.

ARTICLE XIX - INDEPENDENT CONTRACTOR

In the performance of all services hereunder, **SUBCONTRACTOR** shall be deemed to be, and shall be, an independent contractor and, as such, **SUBCONTRACTOR** shall not be entitled to any benefits applicable to employees of UCF. UCF shall not be responsible for withholding taxes with respect to the **SUBCONTRACTOR**'s compensation hereunder, and it is the **SUBCONTRACTOR**'s sole responsibility to pay any Federal, State, or local taxes as required by law. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

ARTICLE XX – LICENSES, PERMITS AND APPROVALS

SUBCONTRACTOR hereby represents and warrants to UCF that it shall obtain all applicable permits, licenses and approvals and comply with all applicable local, state and federal laws, codes ordinances, rules and regulations pertaining to the services provided to UCF under this Agreement. **SUBCONTRACTOR** shall, upon request by UCF, promptly deliver to UCF true and accurate copies of all applicable permits and licenses and shall pay all costs and expenses incurred with the respect to compliance with this Article.

ARTICLE XXI - MODIFICATIONS

Modifications to this Agreement may be made only in writing signed by authorized signatories of both parties.

ARTICLE XXII - COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.

ARTICLE XXIII – DEBARMENT & SUSPENSION

SUBCONTRACTOR hereby represents and certifies that it or its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency;
- b. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation or Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) above; and

- d. Have not within a 3-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default.

ARTICLE XXIV – NON-DELINQUENCY ON FEDERAL DEBT

SUBCONTRACTOR certifies that it is not delinquent on the repayment of any federal debt. For the purposes of this certification, the following definitions of delinquency apply:

- a. For direct loans and fellowships (whether awarded directly to the applicant by the Federal Government or by an institution using Federal funds), a debt more than 31 days past due on a scheduled financial payment. (This definition excludes "service" payback under the National Research Service Award.)
- b. For guaranteed and insured loans, recipients of a loan guaranteed by the Federal Government that the Federal Government has repurchased from lender because the borrower breached the loan agreement and is in default.
- c. For Contracts, organizations in receipt of a "Notice of Contracts Cost Disallowance" which have not repaid the disallowed amount or which have not resolved the disallowance. (This definition excludes disallowance(s) in an "appeal" status.)

ARTICLE XXV – SCIENTIFIC MISCONDUCT AND CONFLICT OF INTEREST

SUBCONTRACTOR hereby certifies that it has established administrative procedures to review allegations of scientific misconduct and to evaluate and process real or potential Conflict of Interest situations and that such procedures conform to federal regulations.

ARTICLE XXVI – LOBBYING CERTIFICATION

SUBCONTRACTOR is required to complete the attached "Certification Regarding Lobbying" as part of their acceptance of this agreement.

ARTICLE XXVII – DRUG-FREE WORKPLACE CERTIFICATION

By signing this Agreement, **SUBCONTRACTOR** certifies that it is in compliance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.

ARTICLE XXVIII – EXPORT CONTROL

The **SUBCONTRACTOR** and UCF will 1) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and 2) unless authorized by applicable governmental license or regulations, not directly or indirectly export or re-export any technical information or software subject to this Agreement to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. The Discloser shall identify and provide the Export Control Classification Number (ECCN) or Commerce Control List (CCL) number, if applicable, so Recipient may initiate and export control review of the technology. This paragraph will survive the termination or expiration of this Agreement.

ARTICLE XXIX – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida, and to the extent applicable, the by the laws of the United States. Any dispute between the parties concerning the terms of this Agreement shall be decided in a court of competent jurisdiction over the parties and subject matter hereto in Orlando, Florida.

ARTICLE XXX – SEVERABILITY

If any one or more of the provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Contract shall not be in any way be affected or impaired thereby and shall remain in full force and effect.

ARTICLE XXXI – ENTIRE AGREEMENT

This Agreement consists of the following parts:

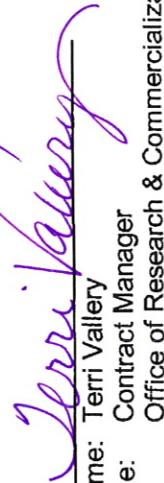
- Articles I – XXXI
- Appendix A: Scope of Work, Compensation & Budget
- Appendix B: Certification Regarding Lobbying
- Appendix C: Florida Statutes
- Appendix D: Flow-Down Provisions
- Appendix E: Audit Certification

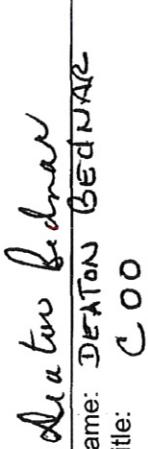
and constitutes the entire Agreement of the parties with respect to the subject matter hereof.
Any other agreement, written or oral, is hereby superseded.

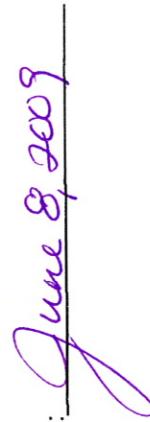
ARTICLE XXXII - ENDORSEMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

UNIVERSITY OF CENTRAL FLORIDA


Name: Terri Vallery
Title: Contract Manager
Office of Research & Commercialization


Name: Deutan Gednare
Title: COO

Date: June 8, 2009

Date: 5 June 09

APPENDIX A: SCOPE OF WORK & COMPENSATION

SCOPE OF WORK

Wick, Barry

To: Wick, Barry
Subject: RE: Pricing ranges

----- Forwarded message -----

From: Pam Kelly <pam.kelly@enspire.com>
Date: Mon, Apr 13, 2009 at 6:09 PM
Subject: Pricing ranges
To: Clarissa Graffeo <graffeoca@gmail.com>, "Metcalf, David" <dmetcalf@ist.ucf.edu>

Clarissa and David:

Below are our pricing ranges for the 2 initiatives; [REDACTED] The followi
pricing is under the TBD area:

- 1) Advanced Facilitation: 45-60K
Assumptions: Approx. 4 hours in length – ILT

- 2) Curriculum Mgmt: 96K – 106K
Assumption: Approx. 2 hours in length – online

Also, in the pricing tables that I sent with the proposals, you can use the additional items. Thanks!

Pam Parma Kelly

VP Business Development
Enspire Learning
Office: (512) 472-8400 ext. 225
Mobile: (512) 294-9410
pam@enspire.com

New from Enspire Learning: Finance for Non-Financial Managers Curriculum:

www.enspire.com/programs/finance_training_solutions

TASK 1 – Advanced Facilitation Course Development

Component	Description	Quote
Needs Analysis	<p>This estimate includes pre-project analysis with:</p> <ul style="list-style-type: none">▶ Strategy meeting▶ Documentation review▶ Performance outcomes▶ Half-day of on-site subject matter expert reviews▶ Interview questions and surveys <p>We anticipate that the Needs Analysis will be between \$5K - \$10K. We will be able to better access the exact amount of time after the first few meetings.</p>	Time and Materials (\$150 per hour)

TASK 2 – Curriculum Management Course Development

<p>Needs Analysis</p> <p>This estimate includes pre-project analysis with:</p> <ul style="list-style-type: none"> ▶ Strategy meetings ▶ Documentation review ▶ Gap analysis and matrix ▶ Job descriptions and process model ▶ 3 days of on-site subject matter expert reviews ▶ Interview questions and surveys <p>We anticipate that the Needs Analysis will be between \$11K - \$20K. We will be able to better access the exact amount of time after the first few meetings.</p>	<p>Time and Materials (\$150 per hour)</p>
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DELIVERABLES SCHEDULE

The following deliverable items are required, with the corresponding payment per deliverable:

Task	Date Due	Amount Due
Task 1		
Needs Analysis	6/26/2009	\$10,000
Advanced Facilitation – initial design complete	7/10/2009	\$20,000
Advanced Facilitation – content delivered	9/4/2009	\$20,000
Advanced Facilitation – evaluation complete	9/30/2009	<u>\$20,000</u>
	Total Task 1	\$70,000
Task 2		
Needs Analysis	7/30/2009	\$ 11,000
Curriculum Management – Design Complete	8/7/2009	\$ 33,000
Curriculum Management – Beta Delivery	10/16/2009	\$ 33,000
Curriculum Management – Evaluation Complete	12/1/2009	<u>\$ 34,000</u>
	Total Task 2	\$111,000

Deliverables should be sent to the attention of Dr. David Metcalf with a copy to Terri Vallery. Electronic or hard copies are acceptable and should be sent to the addresses as identified in Article V, Administrative Personnel.

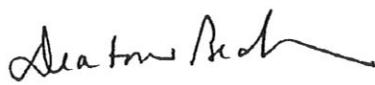
APPENDIX B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any UCF, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal Contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment , or modification of any Federal contract, Contract, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any UCF, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, Contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subcontracts, and contracts under Contracts, loans, and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction impressed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AUTHORIZED ORGANIZATIONAL REPRESENTATIVE Date Name/Title (<i>[Typed]</i>)	SIGNATURE
Deaton Behnke COO	

APPENDIX C: FLORIDA STATUTES

Bills for fees or other compensation or expenses shall be submitted in detail sufficient for pre-audit and/or post-audit. Should an audit be required pursuant to the terms of this Contract, all audit rights shall be limited to UCFS prime contract terms and conditions.

SUBCONTRACTOR must divide the Contract into units or deliverables (Articles) which shall include, but not be limited to, reports, findings and drafts, that must be received and accepted in writing by UCFS technical contact prior to payment. UCFS technical contact will notify SUBCONTRACTOR of unacceptable Articles within thirty (30) days of receipt by UCFS.

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, unless UCFS Prime contractor is a non-State of Florida agency, and therefore UCFS obligation to pay is subject to the availability of funds. SUBCONTRACTOR will not be obligated to continue performance in the absence of such funds.

SUBCONTRACTOR agrees that SUBCONTRACTOR's invoices for transportation and per diem expense allowances shall be the same as those provided by law for public employees in s. 112.061, except that non-State of Florida personnel performing travel under a sponsored research subcontract may be reimbursed for travel expenses in accordance with the provisions of the applicable prime contract or grant and the travel allowances established by the SUBCONTRACTOR.

This contract may be canceled unilaterally by UCF for refusal by SUBCONTRACTOR to allow public access to all papers, documents, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the contractor in conjunction with the contract. However, per F.S.1004.22 (2) materials that relate to methods of manufacture or production, potential trade secrets, potentially patentable material, actual trade secrets, business transactions, or proprietary information received, generated, ascertained, or discovered during the course of research conducted within the state universities shall be confidential and exempt from the provisions of F.S.119.07(1).

Leased Equipment; The risk of loss or damage to leased equipment, goods, or property shall not transfer to UCF except as provided in Section 680.219, Florida Statutes. Any security interest in the leased equipment, goods, or property contracted to the SUBCONTRACTOR contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provision, which are unconscionable under Sections 287.042(1)(c) and 672.719, Florida Statutes, are void.

The employment of unauthorized aliens by SUBCONTRACTOR shall be considered a violation of section 274A of the Immigration and Nationalization Act and shall be cause for unilateral cancellation of this contract.

APPENDIX D: Flow-Down Provisions

This subcontract agreement is funded under UCF's Prime Award from US Army RDECOM and is subject to the terms and conditions of the Prime Award as follows:

This Agreement contains full-text clauses and clauses incorporated by reference with the same force and effect as if they were given in full text. For the purposes of appropriately reflecting the contracting relationship between the University and the Recipient, it is understood that the following substitution of nomenclature shall apply, except as set forth below, to the Prime Contract terms incorporated into this Subcontract, unless the context requires otherwise:

Contract shall mean this Subcontract,
Contractor shall mean Subcontractor (Recipient),
Subcontractor shall mean Lower Tier Subcontractor,
Government or *Contracting Officer* shall include or be replaced by University and University's authorized representative to the extent necessary and appropriate to establish the subcontract relationship, except that clause 52.204-2 shall have its original meaning as written in FAR; and clause 52.215-2 shall not only have its original meaning as written in FAR, but shall also mean UCF. Except when clause pertains to property, patents or data rights it will remain as Government..

It is intended that the referenced clauses shall apply to Recipient in such a manner as is necessary to reflect the position of Recipient to University, to insure Recipient's obligations to University and to the United States Government, and to enable University to meet its obligations under its Prime Contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2 Alt I	Security Requirements (Aug 1996) - Alternate I	APR 1984
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2 Alt II	Audit and Records--Negotiation (Jun 1999) - Alternate II	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-11 Alt I	Cost Contract--No Fee (Apr 1984) Alternate I	APR 1984
52.216-15	Predetermined Indirect Cost Rates	APR 1998
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	NOV 2007
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.226-2	Historically Black College or University and Minority Institution Representation	MAY 2001
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-6	Royalty Information	APR 1984
52.227-11	Patent Rights--Retention By The Contractor	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-5	Cost Accounting Standards--Educational Institutions	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Jun 2007) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1 Alt II	Government Property (Jun 2007) Alternate II	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	JAN 2000
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006

252.215-7004	Excessive Pass-Through Charges	APR 2007
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

APPENDIX E: SUBRECIPIENT AUDIT CERTIFICATION

Pursuant to OMB Circular A-133, I certify as follows:

Organization Name:

Enspire Learning

Subagreement Number (if applicable):

Dec 31 '08

Fiscal year ending:

Instructions -Please check one box and sign the corresponding Certification Statement.

Organization Type	Federal Funding Less than \$500,000	Federal Funding Greater than \$500,000	Tax ID #
State or Local Government or Non Profit Organization	<input type="checkbox"/> See Cert Stmt A	<input type="checkbox"/> See Cert Stmt B or C	<u> </u>
For Profit Organization	<input type="checkbox"/> See Cert Stmt D	<input type="checkbox"/> See Cert Stmt D	<u>94- 3316 20</u>
<u>3313620</u>			

Certification Statement A:

I certify the above named organization is exempt from Federal audit requirements for the fiscal year stated because Federal awards expended are less than \$500,000. I understand subrecipient records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office as stated in A-133, Subpart B, paragraph 200(d).

Name _____ Title _____ Date _____

Certification Statement B:

I certify, for the fiscal year stated, the above named organization was audited in accordance with OMB Circular A-133 and there were no material instances of noncompliance with Federal laws and regulations or reportable conditions, and

The Summary Schedule of Prior Audit Findings did not report on the status of any audit findings relating to the Federal Award(s) from the University of Central Florida, and

The financial statements received an unqualified opinion from our independent CPA.

Name _____ Title _____ Date _____

Certification Statement C:

I certify, for the fiscal year stated, the above named organization was audited in accordance with OMB Circular A-133 and there were either material noncompliance issues and/or reportable conditions. The following documentation will be provided:

- Audit report
- Corrective action plan
- Summary schedule of prior audit findings

Name _____ Title _____ Date _____

Certification Statement D:

I certify the above named organization is For-profit and for the fiscal year stated the financial statements received an unqualified opinion from our independent CPA. Yes/No (Circle one). If no, a summary of findings related to Federal awards will be provided.

Great Southern
Name

COO
Title

5 June 09
Date

