

AN AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES  
AND CAMPUSWORKS, INC.

This Master Services Agreement (hereafter referred to as “Agreement”) is entered into and effective February 7, 2023 (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “A&M System”), an agency of the state of Texas, and CampusWorks, Inc. (hereafter referred to as “PROVIDER”). A&M System and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

A&M System and PROVIDER hereby agree as follows:

**1. SCOPE OF WORK**

PROVIDER will work with A&M System and its member universities and agencies (collectively referred to as “Members”) to provide innovative approaches to managing the Student Information Systems (Banner and peripheral modules and applications) as needed and requested by a specific Member.

This Agreement is not a contract to perform specific work but is intended to provide Members of the A&M System with the ability to utilize the Provider at their option and discretion for the services outlined in Exhibit A, attached hereto. There are no guarantees of utilization by a Member as a result of this Agreement.

**2. TERM OF THE AGREEMENT**

The initial term of this Agreement shall begin February 7, 2023 and will extend for three (3) years. This Agreement can be extended for two (2) additional two (2) year terms upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the PROVIDER.

**3. PAYMENT TERMS**

- A. A&M System shall not pay any costs or fees as a direct result of this Agreement. For the services rendered under this Agreement, A&M System or Member utilizing services shall pay PROVIDER based on the pricing proposal attached as Exhibit B and made a part of this Agreement. The rate schedule may be renegotiated annually and may not exceed more than three percent. Rate increase requests must be made in writing to A&M System no less than thirty (30) days prior to the end of the current year, as defined by the Effective Date. Additional rates may be negotiated on a per project basis.
- B. Business-related travel, lodging and/or meal expenses as applicable will be reimbursed by A&M System or Member according to the State of Texas rates, rules, and regulations (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>) if authorized by the Member in advance. PROVIDER is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER’s place of business to job site) using the State of Texas mileage.
- C. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System or Member a Vendor Direct Deposit Authorization form prior to the first payment request. The applicable Member will provide the form.

- D. All invoices must reference the A&M System or Member purchase order number issued for a specific engagement and include the description of services provided as well as time, deliverables, and activities. Invoices will be processed for payment upon approval by the appropriate A&M System or Member personnel.

**4. DEFAULT AND TERMINATION**

- A. Default of Respondent – A&M System shall have the right to terminate this Agreement without penalty after a 30-day written notice of termination in the event:
  - a. PROVIDER disregards or violates material provisions of this Agreement or A&M System instructions; or fails to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fails to reach agreed upon performance results.
  - b. PROVIDER declares bankruptcy, become insolvent, or assign company assets for the benefit of creditors.
- B. For Convenience – A&M System shall have the right to terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.
- C. Termination of this Agreement for either of the reasons stated above **shall not** terminate any Member specific agreement or purchase order (“Member Agreement”). Refer to Section 9.H for survivability of terms beyond termination of this Agreement.

**5. PUBLIC INFORMATION**

- A. PROVIDER acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon A&M System’s written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System to A&M System in a non-proprietary format acceptable to Texas A&M that is accessible by the public.
- C. PROVIDER acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

**6. DATA PRIVACY AND SECURITY**

- A. A&M SYSTEM shall retain all right, title, and interest in and to all information, data or other content that A&M SYSTEM or its users enter, submit or upload to Services or otherwise provide to PROVIDER (collectively, the “A&M SYSTEM Data”).
- B. PROVIDER shall hold A&M SYSTEM Data, including without limitation, any information contained in the A&M SYSTEM Data that alone or in conjunction with other information identifies an individual, in confidence. PROVIDER shall only use or disclose A&M SYSTEM Data for the purpose of fulfilling PROVIDER’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by A&M SYSTEM. PROVIDER shall restrict disclosure of A&M SYSTEM Data

solely to those employees, subcontractors or agents of PROVIDER that have a need to access A&M SYSTEM Data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement.

- C. PROVIDER must promptly notify A&M SYSTEM of any legal request for A&M SYSTEM Data from a third party and take (and assist A&M SYSTEM in taking) appropriate steps not to disclose such A&M SYSTEM Data.
- D. PROVIDER shall, within two (2) business days of discovery, report to A&M SYSTEM Data not authorized by this Agreement or in writing by A&M SYSTEM. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M SYSTEM Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure (if known), (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by A&M SYSTEM.
- E. Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by A&M SYSTEM, shall return all A&M SYSTEM Data to A&M SYSTEM in its possession (or in the possession of any of its subcontractors or agents) or delete all such A&M SYSTEM Data if return is not feasible. PROVIDER shall provide A&M SYSTEM with at least ten (10) days' written notice of PROVIDER's intent to delete such A&M SYSTEM Data, and shall confirm such deletion in writing.

## **7. CONFIDENTIAL INFORMATION**

- A. "Confidential Information" shall mean any information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, should be reasonably understood to be confidential. Confidential Information shall include all specifications, formulas, prototypes, computer programs, and any records, data, ideas, methods, techniques, processes and projections, improvements, patents and know-how related thereto, relating to the Disclosing Party.
- B. Exclusions. Confidential Information shall not include A&M SYSTEM Data, which shall be governed by Section 6 hereof. Confidential Information shall also not include information which (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party, (ii) was already in the possession of the Receiving Party or any of its Representatives (as defined below) as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential, (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions, or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Recipient.
- C. The Receiving Party shall (i) use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations under this Agreement, (ii) not disclose any such Confidential Information to a third party without the Disclosing Party's prior written consent, and (iii) handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, contractors, agents, and other representatives ("Representatives") with a need to know who are subject to confidentiality obligations not less restrictive than those set forth herein,

and the Receiving Party agrees that it shall be responsible for its Representatives' compliance with such obligations. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

- D. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure by the Receiving Party of that portion of the Confidential Information which the Receiving Party is legally required to disclose will not constitute a breach of this Agreement. For the avoidance of doubt, the Receiving Party is not required to pursue any claim, defense, cause of action, or legal process or proceeding on the Disclosing Party's behalf.
- E. Confidential Information remains the property of the Disclosing Party and no rights or licenses are granted to the Receiving Party except the limited right to use the Confidential Information as provided for herein.
- F. Upon the written request of the Disclosing Party, and in any event no later than thirty (30) days after the expiration or termination of this Agreement, the Receiving Party shall (i) return, destroy or erase all materials embodying Disclosing Party's Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, and (ii) provide written confirmation to this effect. The Receiving Party may also securely retain one copy of materials embodying Confidential Information in its files solely for record purposes.

## **8. INTELLECTUAL PROPERTY**

PROVIDER shall retain all rights, title, and interest in and to the Services. PROVIDER represents and warrants that: (1) it has the full right, power, and authority to grant the rights and licenses to A&M SYSTEM hereunder; (2) the Services do not infringe upon or violate any copyright, patent, trademark, or other proprietary or intellectual property rights of any third party; (3) the Services, as defined in each Member Agreement, will perform substantially in accordance with PROVIDER's marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to A&M SYSTEM; and (4) PROVIDER and each of its employees, subcontractors, or agents who will perform the Services has the necessary knowledge, skill, experience, and qualifications to provide and perform the Services in accordance with this Agreement, and the Services will be performed for and delivered to PROVIDER in a diligent, professional, workmanlike manner in accordance with industry standards.

## **9. DISPUTE RESOLUTION**

To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System, and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer of A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives A&M System's sovereign immunity to suit or liability and A&M System has not waived its right to seek redress in the courts.

**10. INSURANCE**

Insurance requirements as stated within Exhibit D, attached hereto.

**11. INFORMATION TECHNOLOGY**

- A. **Electronic and Information Resources.** If determined to be applicable by A&M System, PROVIDER shall address all required technical standards (WCAG 2.0, Level AA) (the “Accessibility Standards”) by providing a Voluntary Product Accessibility Template (“VPAT”) attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the Texas Administrative Code) and associated documentation and technical support (collectively, the “EIR”) or provide a similarly formatted document as the VPAT attesting to the EIR’s accessible features and capabilities. A&M System may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If PROVIDER should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, PROVIDER shall, in a timely manner and at no cost to A&M System, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.
- B. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the “Security Controls”), to safeguard and preserve the confidentiality, integrity, and availability of A&M System’s data. PROVIDER shall periodically provide A&M System with evidence of its compliance with the Security Controls within thirty (30) days of A&M System’s request.
- C. **Cloud Computing Services.** As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources (“TX-RAMP”). Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide A&M System with evidence of its TX-RAMP compliance and certification within thirty (30) days of A&M System request and at least thirty (30) days prior to the start of any renewal term of this Agreement.
- D. **Cyber Security Training.** Pursuant to Section 2054.5192, Texas Government Code, PROVIDER and its employees, officers, and subcontractors who have access to A&M System’s computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, and selected by A&M System. The cybersecurity training program must be completed by PROVIDER and its employees, officers, and subcontractors during the Term and any renewal period of this Agreement. PROVIDER shall verify completion of the program in writing to A&M System within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. PROVIDER acknowledges and agrees that its failure to comply with the requirements of this Section are grounds for A&M System to terminate this Agreement for cause in accordance with the provisions of Section 4 of this Agreement.
- E. **Disaster Recovery Plan.** Upon request of Agency, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

**12. MISCELLANEOUS**

- A. **Indemnification.** Each party, to the extent permitted by the Constitution and the laws of the state of Texas, agrees to indemnify and hold harmless the other party from any claim, damage, liability, expense or loss to the extent arising out of the indemnifying party's negligent or willful errors or omissions under this Agreement. This provision and nothing in this Agreement waives A&M System's sovereign immunity to suit or liability.
- B. **Family Education Rights and Privacy Act ("FERPA").** A&M System hereby designates PROVIDER as an A&M System "official" with a legitimate educational interest in A&M System's education records, as defined in the Family Education Rights and Privacy Act, to the extent PROVIDER requires access to those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent A&M System has policies, rules, and procedures binding on A&M System officials generally, those policies, rules, and procedures will apply to PROVIDER only to the extent as is relevant to compliance by PROVIDER and A&M System with FERPA. PROVIDER shall implement reasonable administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure A&M System education records. PROVIDER shall: (a) abide by FERPA's limitations on re-disclosure of personally identifying information in education records; (b) not use or disclose education records created or received from, by, or on behalf of A&M System or its students for any purpose other than the purpose for which such disclosure is made; and, (c) not use or disclose such education records except as permitted under this Agreement, as required by law, or as authorized by A&M System in writing.
- C. **Ownership of Documents.** Upon completion or termination of any contract agreement, all documents prepared by the PROVIDER for the benefit of the A&M System shall become the property of the A&M System. At the A&M System's option, such documents will be delivered to the A&M System Procurement Office. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the PROVIDER.
- D. **Copyrights & Patents.** PROVIDER shall not knowingly provide to the A&M System any materials or services that infringe any intellectual property, privacy, or other right of any party. If PROVIDER becomes aware of any possible infringement claims, PROVIDER shall immediately notify the A&M System in writing. As to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a "Proceeding") alleging that any such material or service infringes any intellectual property, privacy, or other right, PROVIDER shall indemnify and defend The Texas A&M University System, and their regents, officers, employees, representatives, and agents those Indemnitees against all: (a) amounts awarded in, or paid in settlement of, that Proceeding, including any interest, and (b) out-of-pocket expenses incurred in defending that Proceeding or in any related investigation or negotiation, including court costs, witness fees, and attorneys' and other professionals' fees and disbursements arising out of that Proceeding. To the extent permitted by the Constitution and laws of the State of Texas, PROVIDER's liability for any Proceeding under this Section shall not exceed PROVIDER's minimum required insurance coverage limits contained herein. If any such service or material becomes, or in PROVIDER's reasonable opinion is likely to become, the subject of an infringement claim, PROVIDER may, at its option and expense, either (1) procure for the A&M System the right to continue exercising the rights licensed to the A&M System under this Agreement, or (b) replace or modify the service or material so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in PROVIDER's reasonable opinion, commercially reasonable, PROVIDER may terminate this Agreement and promptly refund to the A&M System a prorated portion of any applicable prepaid Fees. The foregoing states the entire liability of PROVIDER and the sole and exclusive remedy for

the A&M System with respect to any third party claim of infringement or misappropriation of intellectual property rights.

- E. **Export Control.** PROVIDER will comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR), Office of Foreign Assets Controls Sanction programs, and any other applicable US export laws and regulations. A&M System may take receipt of export-controlled goods, technical data, services or technology (“Materials”) as may be specifically agreed by A&M System. PROVIDER will not provide or make accessible to A&M System any export-controlled Materials without first informing A&M System of the export-controlled nature of the Materials and obtaining from A&M System its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to A&M System. PROVIDER will obtain government approval or export license, if required, from the appropriate US government agency and will share that information with A&M System prior to delivery of such Materials. In the event that any Materials are export controlled under the US export control regulations, PROVIDER will provide A&M System with the export control classification, and failure to do so may result in the cancellation of this agreement.
- F. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER’s service to A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of the A&M System.
- G. **Representations & Warranties.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind Vendor.
- H. **Survivability.** The PROVIDERS’s duties under this Agreement, Member specific agreement and/or purchase order, which impose an obligation after expiration or termination of this Agreement, will survive unless otherwise stated within the Member specific agreement and/or purchase order.
- I. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: “Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
- J. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

- K. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- L. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for A&M System under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event A&M System becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, A&M System will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M System.
- M. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- N. **State Auditor’s Office.** PROVIDER 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 Section 51.9335(c), *Texas Education Code*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will use best efforts to include this provision in all contracts with permitted subcontractors.
- O. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- P. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- Q. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- R. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- S. **HUB Subcontracting Plan (HSP).** It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (“HUB”) in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M System contracting and purchasing.



PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement (refer to attached HSP). If PROVIDER will subcontract any of its duties and obligations under this Agreement or a Member specific engagement, PROVIDER will be required to provide prior written notice to the applicable Member and make a good faith effort to submit a HSP as required under Section 20.285 of the Texas Administrative.

For assistance regarding this Agreement contact Ms. Porschia Tolbert with the A&M System HUB Program at (979) 458-3265 or [so-hubprogram@tamus.edu](mailto:so-hubprogram@tamus.edu).

For assistance with the HSP regarding a specific engagement, contact the applicable Member HUB Program office.

- T. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- U. **Loss of Funding.** Performance by A&M System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System. In the event of a termination or cancellation under this Section, Texas A&M will not be liable to Vendor for any damages that are caused or associated with such termination or cancellation.
- V. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- W. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- X. **Non-Waiver.** PROVIDER expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- Y. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- Z. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently

boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- AA. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- BB. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- CC. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- DD. **Firearm Entities and Trade Associations Discrimination.** To the extent applicable, PROVIDER verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the contract, PROVIDER shall promptly notify A&M System.
- EE. **Energy Company Boycotts.** To the extent applicable, PROVIDER represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.
- FF. **Notices.** Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

A&M System:                   The Texas A&M University System  
301 Tarrow St., Suite 273  
College Station, Texas 77840  
Attention: Jeff Zimmermann  
Phone: (979) 458-6410  
E-mail: [zimmermann@tamus.edu](mailto:zimmermann@tamus.edu)

PROVIDER:                    CampusWorks, Inc.  
1767 Lakewood Ranch Blvd. #305  
Bradenton, FL 34211  
(941) 316-0308  
CampusWorksInc.com  
Attention: Liz Murphy, Chief Executive Officer  
[lmurphy@campusworksinc.com](mailto:lmurphy@campusworksinc.com)

**13. Member Agreement**

Member and Provider shall enter into a separate Member Agreement, in the form attached hereto as Exhibit E, to further define the level of service and other negotiated terms and conditions, which may include but are not limited to, invoice requirements, ordering requirements, on campus service, and specialized delivery.

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

**The Texas A&M University System**

DocuSigned by:  
By Jeff Zimmermann  
E2BE2924E69547F...  
Jeff Zimmermann  
Executive Director, Procurement

2/10/2023  
Date

**CampusWorks, Inc.**

By Liz Murphy  
Liz Murphy  
Chief Executive Officer

February 9, 2023  
Date

## EXHIBIT A – SCOPE

Provide resource-based approach to managing its Student Information Systems, where managing may include support of the existing applications, enhancements to the existing applications, upgrades and new releases for the existing applications, and implementation of new modules. The management of the applications does not include hosting or managing the physical infrastructure associated with these applications.

### **The scope shall included but is not limited to the following:**

1. Manage, support and enhance existing applications and services and also ensure ongoing improvement in performance, value, flexibility and customer satisfaction
2. Execute a multi-vendor strategy by coordinating support with other vendors supporting non-Student Information Systems
3. Use considerable experience in implementing strong business processes
4. Be able to solve complex business problems and provide thought leadership
5. Be able to add the flexibility of supporting additional projects as a part of new business initiatives
6. Ensure that there are no service disruptions or loss in throughput during the vendor transition phase and that business process integrity is maintained.

### **Student Information Systems and Scope**

The systems and application modules in scope will be those specifically listed and/or connected to those listed in Exhibit C – University Profiles.

### **A&M System Members in Scope**

The A&M System Member universities and agencies in scope for this Agreement are listed here:

1. Prairie View A&M University
2. Tarleton State University
3. Texas A&M Central University
4. Texas A&M Commerce University
5. Texas A&M Corpus Christi University
6. Texas A&M International University
7. Texas A&M Kingsville University
8. Texas A&M San Antonio University
9. Texas A&M Texarkana University
10. RELIS Academic Alliance
11. Texas A&M University
12. Texas A&M AgriLife Research
13. Texas A&M AgriLife Extension
14. Texas A&M Engineering Experiment Station
15. Texas A&M Forest Service
16. Texas A&M Engineering Extension Service
17. Texas A&M Transportation Institute
18. Texas Division of Emergency Management
19. Texas A&M Veterinary Medical Diagnostic Laboratory

**EXHIBIT B – PRICING**

CampusWorks begins with the end in mind and appreciates that each member institution offers unique requirements and future state goals. The current state of the environment (people, process, and technology) and future state goals directly impact the desired service level targets. Differences in service level targets affect the services delivered by CampusWorks, which drives pricing. To that end, CampusWorks would like to understand the unique requirements of each interested A&M System member institution and develop optimized pricing for the SOW. This approach ensures that the best services fit for the purpose are priced for current and future volume and scale. Due to each institution's unique challenges and goals, CampusWorks has provided an hourly NOT TO EXCEED rate card below, depending on the project time length commitment. Please note that CampusWorks will provide each Texas A&M University System institution with a statement of work with pricing (fixed fee or hourly at the request of the institution), which will typically be discounted from the NOT TO EXCEED hourly rates below.

| <b>Title</b>   | <b>1 Year</b>          | <b>2 Years</b>         | <b>3 Years</b>         | <b>4 Years (ext)</b>   | <b>5 Years (ext)</b>   |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|
| Executive Leadership   | \$207/hr               | \$191/hr               | \$191/hr               | \$191/hr               | \$191/hr               |
| Project Manager  | \$181/hr               | \$176/hr               | \$166/hr               | \$166/hr               | \$166/hr               |
| Banner Programmers   | \$171/hr               | \$168/hr               | \$166/hr               | \$166/hr               | \$166/hr               |
| Banner Technical Architect                                   | \$171/hr               | \$168/hr               | \$166/hr               | \$166/hr               | \$166/hr               |
| Banner Functional Expert                                     | \$171/hr               | \$168/hr               | \$166/hr               | \$166/hr               | \$166/hr               |
| Database Administrator                                       | \$171/hr               | \$165/hr               | \$160/hr               | \$155/hr               | \$155/hr               |
| Network and Infrastructure Expert                            | \$171/hr               | \$168/hr               | \$166/hr               | \$166/hr               | \$166/hr               |
| Data Security Services                                       | \$190/hr               | \$185/hr               | \$180/hr               | \$178/hr               | \$178/hr               |
| Strategic Services   | \$185/hr               | \$180/hr               | \$175/hr               | \$170/hr               | \$170/hr               |
| <b>Help Desk</b>   | <b>1 Year</b>          | <b>2 Years</b>         | <b>3 Years</b>         | <b>4 Years (ext)</b>   | <b>5 Years (ext)</b>   |
| 24x7x365 Helpdesk (US Based Phone) 500 touchpoints           | \$28.99/per touchpoint | \$28.55/per touchpoint | \$28.55/per touchpoint | \$28.55/per touchpoint | \$28.55/per touchpoint |
| 24x7x365 Helpdesk (Global Based) 500 touchpoints             | \$21.75/per touchpoint | \$21/per touchpoint    | \$21/per touchpoint    | \$21/per touchpoint    | \$21/per touchpoint    |
| <b>Monitoring</b>  | <b>1 Year</b>          | <b>2 Years</b>         | <b>3 Years</b>         | <b>4 Years (ext)</b>   | <b>5 Years (ext)</b>   |
| Server & Application Monitoring                              | \$1.85/per/mo          | \$1.75/per/mo          | \$1.75/per/mo          | \$1.75/per/mo          | \$1.75/per/mo          |
| Managed Detection Response (SentinelOne Control w/ 24x7 SOC) | \$7/per/mo             | \$6.50/per/mo          | \$6.32/per/mo          | \$6.32/per/mo          | \$6.32/per/mo          |

|   |                    |                    |                    |                     |                      |
|---|--------------------|--------------------|--------------------|---------------------|----------------------|
| Managed Detection Response (SentinelOne Complete w/ 24x7 SOC) | \$10/per/mo        | \$9.75/per/mo      | \$9.60/per/mo      | \$9.60/per/mo       | \$9.60/per/mo        |
| Network Operations Center (NOC) 0-50 Servers                  | \$30.99/per/server | \$30.80/per/server | \$30.80/per/server | \$30.80/per/server  | \$30.80/per/server   |
| Network Operations Center (NOC) 50-100 Servers                | \$29/per/server    | \$28.50/per/server | \$28.50/per/server | \$28.50/per/server  | \$28.50/per/server   |
| <b>Offshore Resources</b>                                     | <b>1 Year</b>      | <b>2 Years</b>     | <b>3 Years</b>     | <b>4 Years(ext)</b> | <b>5 Years (ext)</b> |
| Banner Programmers  | \$90/hr            | \$85/hr            | \$82/hr            | \$82/hr             | \$82/hr              |
| Database Administrator  | \$90/hr            | \$85/hr            | \$82/hr            | \$82/hr             | \$82/hr              |
| Banner Technical Architect                                    | \$90/hr            | \$85/hr            | \$85/hr            | \$85/hr             | \$85/hr              |

The travel costs above are for remote resources. CampusWorks can easily provide onsite or a hybrid approach. Travel costs will be billed as incurred. CampusWorks does not charge for travel time and does not markup expenses.

**EXHIBIT C – UNIVERSITY PROFILES****Prairie View A&M****Application Portfolio**

| <b>Vendor</b> | <b>Application Module</b>        | <b>Version</b> | <b>Users</b> | <b>Database</b> | <b>Install Date</b> |
|---------------|----------------------------------|----------------|--------------|-----------------|---------------------|
| Ellucian      | Advancement                      | 8.7.1          |              | Oracle 11g R2   | 10/26/2014          |
|               | Advancement Self-Service         | 8.8.1          |              | Oracle 11g R2   | 10/26/2014          |
|               | Web for General                  | 8.7.1          |              | Oracle 11g R2   | 11/20/2014          |
|               | Faculty and Advisor Self-Service | 8.6            |              | Oracle 11g R2   | 2/9/2014            |
|               | Financial Aid Self-Service       | 8.22           |              | Oracle 11g R2   | 2/22/2015           |
|               | Student Self-Service             | 8.6            |              | Oracle 11g R2   | 2/9/2014            |
|               | General                          | 8.7.2          |              | Oracle 11g R2   | 12/27/2014          |
|               | Financial Aid                    | 8.22.1         |              | Oracle 11g R2   | 3/22/2015           |
|               | Student                          | 8.6.7          |              | Oracle 11g R2   | 11/20/2014          |
|               | Accounts Receivable              | 8.4.5          |              | Oracle 11g R2   | 11/3/2013           |
|               | Web Tailor                       | 8.7            |              | Oracle 11g R2   | 11/25/2014          |

**Peripheral Applications / Integrations**

|  |                                     |  |                                 |  |  |
|--|-------------------------------------|--|---------------------------------|--|--|
|  | Ellucian Pilot 1.0                  |  | 25                              |  |  |
|  | Moodle 2.6 hosted by Remote Learner |  | Students and Faculty 10000      |  |  |
|  | CBORD CS Gold Higher One            |  | Students 8300                   |  |  |
|  | N/A                                 |  |                                 |  |  |
|  | Banner                              |  | 15 with access to this data     |  |  |
|  | TouchNet hosted                     |  | Students and some parents 10000 |  |  |

|  |                                       |  |                 |  |  |
|--|---------------------------------------|--|-----------------|--|--|
|  | Runner Technologies                   |  | 5               |  |  |
|  | T2 hosted                             |  | 15              |  |  |
|  | UC4 8.x with Banner agent             |  | 5               |  |  |
|  | Evisions Form Fusion 3.x              |  | 5               |  |  |
|  | N/A                                   |  |                 |  |  |
|  | Cognos 8.4                            |  | 30              |  |  |
|  | GradesFirst<br>Accudemia<br>CAPP      |  | 20<br>30<br>100 |  |  |
|  | Leapfrog<br>Courseleaf                |  | 100<br>100      |  |  |
|  | SSD Axiom,<br>Axiom Web,<br>EDI.Smart |  | 10<br>10<br>5   |  |  |
|  | AMS American Campus                   |  | Unknown         |  |  |
|  | Maxient Hosted                        |  | 10              |  |  |
|  | BDMS/Xtender<br>8 + Laserfiche        |  | 100             |  |  |
|  | Banner<br>Workflow 8.4                |  | 85              |  |  |
|  | MENTIS data<br>masking                |  | 5               |  |  |

**Students: (Fall 2014)****Student Full Time: 8466****Student Part Time: 3242****Faculty Full Time: 377****Faculty Part Time: 241****Staff Full Time: 499****Staff Part Time: 43**



[Tarleton State University](#)Application Portfolio

| Vendor   | Application Module       | Version                        | # of Users | Database Type | Install Date |
|----------|--------------------------|--------------------------------|------------|---------------|--------------|
| Ellucian | FA                       | 8.22                           | 16         | Oracle        | Feb-15       |
|          | BRM                      | 1.7                            | 5          | Oracle        | Dec-14       |
|          | Banner                   | General 8.6.4<br>Student 8.6.6 | 500        | Oracle        | Feb-15       |
|          | UC4                      | V8                             | 5          | Oracle        | Jun-12       |
|          | Degree Works             | 4.1.2                          | 10         | Oracle        | Dec-13       |
|          | eVisions - (Form Fusion) | 3.17                           | 500        | Oracle        | Jan-04       |
|          | Accounts Receivable      | 8.4.5                          | 15         | Oracle        | Feb-15       |
|          | Web Tailer               | 8.6.1                          | 5          | Oracle        | Feb-15       |
|          | Web Extender             | 7                              | 25         | Oracle        | Jan-11       |
|          | ODS                      | 8.4.1                          | 5          | Oracle        | Dec-14       |
|          | EDW                      | 8.4.3                          | 25         | Oracle        | Jan-11       |
|          | SRP                      | 1.1                            | 25         | Oracle        | Jan-11       |
|          | RAP                      | 1.3                            | 25         | Oracle        | Jan-11       |

[Texas A&M-Central Texas](#)Application Portfolio

| Vendor                      | Application Module          | Version    | # of Users | Database Type | Install Date  |
|-----------------------------|-----------------------------|------------|------------|---------------|---------------|
| <b>Example:<br/>Elucian</b> | <b>FA</b>                   | <b>1.1</b> | <b>15</b>  | <b>Oracle</b> | <b>2/1/13</b> |
|                             | FA                          | 8.22       | 8          | 11.2.0.4      | 3/8/15        |
|                             | BRM                         | 1.7.0.0    | 25         | 11.2.0.4      | 4/3/15        |
|                             | Banner General              | 8.6        | 200        | 11.2.0.4      | 3/9/15        |
|                             | UC4                         | v 8.0      | 4          |               | 9/2/14        |
|                             | Degree Works                | 4.1.4      | 75         |               | 11/12/14      |
|                             | eVisions                    | 2.0        | 4          |               | 8/15/14       |
|                             | Accounts Receivable         | 8.4.5      | 12         | 11.2.0.4      | 05/19/14      |
|                             | Student module              | 8.6.6      | 200        |               | 10/10/14      |
|                             | Banner Document Mgmt. (BDM) | 8.5.0      | 183        | 11.2.0.4      | 4/12/14       |
|                             | Workflow                    | 8.2.0.1    | 6          | 11.2.0.4      | 8/3/14        |

|  |         |       |     |          |          |
|--|---------|-------|-----|----------|----------|
|  | ODS/EDW | 8.4.3 | 5   | 11.2.0.4 | 3/12/15  |
|  | Luminis | 5.1   | 200 |          | 9/21/14  |
|  | Cognos  | 10.2  | 75  |          | 10/12/14 |

### [Texas A&M-Commerce](#)

#### **Application Portfolio**

| Vendor              | Application Module                    | Version | # of Users | Database Type | Install Date |
|---------------------|---------------------------------------|---------|------------|---------------|--------------|
| Elucian             | Banner General                        | 8.7.1   | 300+       | Oracle        | 10/25/14     |
|                     | Banner Accounts Receivable            | 8.5     | 300+       | Oracle        | 2/21/15      |
|                     | Banner Financial Aid                  | 8.22    | 300+       | Oracle        | 2/21/15      |
|                     | Banner Financial Aid Self-Service     | 8.22    |            | Oracle        | 2/21/15      |
|                     | Banner Student                        | 8.7.2   | 300+       | Oracle        | 3/21/15      |
|                     | Banner Student Self-Service           | 8.7     |            | Oracle        | 3/21/15      |
|                     | Banner Faculty & Advisor Self-Service | 8.7     |            | Oracle        | 3/21/15      |
|                     | Banner Web General                    | 8.7.1   |            | Oracle        | 10/25/14     |
|                     | Banner Web Tailor                     | 8.7     |            | Oracle        | 10/25/14     |
|                     | TCC General                           | 8.7     | 300+       | Oracle        | 10/25/14     |
|                     | TCC Accounts Receivable               | 8.5     | 300+       | Oracle        | 3/21/15      |
|                     | TCC Financial Aid                     | 8.x     | 300+       | Oracle        | 10/25/14     |
|                     | TCC Student                           | 8.7     | 300+       | Oracle        | 3/21/15      |
|                     | UC4/Automic                           | 8       | 30+        | Oracle        | 12/19/14     |
|                     | Degree Works                          |         |            |               |              |
| Evisions            | FormFusion                            | 1.9     |            | Oracle        |              |
| Runner Technologies | Clean Address                         | 4.16.0  |            | Oracle        | 3/5/15       |
| Touchnet            | Bill+Payment Suite                    | 6.5     |            |               |              |
| IBI                 | WebFocus                              |         |            |               |              |

### [Texas A&M-Corpus Christi](#)

#### **Application Portfolio**

| Vendor   | Application Module                | Version | # of Users | Database Type | Install Date |
|----------|-----------------------------------|---------|------------|---------------|--------------|
| Ellucian | Web General                       | 8.6.1   | 350        | Oracle        | Fall/2007    |
| Ellucian | Faculty and Advisors Self-Service | 8.5.4   | 350        | Oracle        | Fall/2007    |
| Ellucian | Financial Aid Self-Service        | 8.22    | 350        | Oracle        | Fall/2007    |
| Ellucian | Student Self-Service              | 8.6     | 350        | Oracle        | Fall/2007    |
| Ellucian | General                           | 8.6.4   | 350        | Oracle        | Fall/2007    |
| Ellucian | Integration Components            | 8.0.2   | 350        | Oracle        | Fall/2007    |
| Ellucian | Kiosk (information Access)        | 7       | 350        | Oracle        | Fall/2007    |

|          |                          |           |       |        |           |
|----------|--------------------------|-----------|-------|--------|-----------|
| Ellucian | LCBVERS                  | 8.3       | 350   | Oracle | Fall/2007 |
| Ellucian | Financial Aid            | 8.22.1    | 350   | Oracle | Fall/2007 |
| Ellucian | Student                  | 8.6.6     | 11228 | Oracle | Fall/2007 |
| Ellucian | TCCVERS Texas Consortium | TCC.R.8.x | 350   | Oracle | Fall/2007 |
| Ellucian | Translation Manager      | 1.0       | 350   | Oracle | Fall/2007 |
| Ellucian | Accounts Receivable      | 8.4.5     | 350   | Oracle | Fall/2007 |
| Ellucian | WebTailor                | 8.6.1     | 350   | Oracle | Fall/2007 |
| Ellucian | BRM                      | 1.7       | 1     | Oracle | Fall/2007 |
| Ellucian | Degree Works             | 4.0.7     | 100   | Oracle | Fall/2007 |
| eVisions | Argos                    | 3.8       | 400   | Oracle | Fall/2007 |
| eVisions | Form Fusion              | 1.3       | NA    | Oracle | Fall/2007 |
| Automic  | UC4                      | 9?        | NA    | Oracle | Fall/2007 |
| Appworx  | Appworx                  | 7         | NA    | Oracle | Fall/2007 |
| Automic  | Automics                 | 11        | NA    | Oracle | Fall/2007 |

### [Texas A&M International University](#)

#### Application Portfolio

| Vendor                      | Application Module  | Version    | # of Users | Database Type | Install Date  |
|-----------------------------|---------------------|------------|------------|---------------|---------------|
| <b>Example:<br/>Elucian</b> | <b>FA</b>           | <b>1.1</b> | <b>15</b>  | <b>Oracle</b> | <b>2/1/13</b> |
| Ellucian                    | FA                  | 8.22       |            | Oracle        | 1/31/2015     |
|                             | BRM                 | N/A        | N/A        | N/A           | N/A           |
| Ellucian                    | Banner student      | 8.6.6      |            | Oracle        | 9/30/2014     |
|                             | UC4                 | N/A        | N/A        | N/A           | N/A           |
| Ellucian                    | Degree Works        | 4.1.4      |            | Oracle        | 2/9/2015      |
|                             | eVisions            | N/A        | N/A        | N/A           | N/A           |
| Ellucian                    | Accounts Receivable | 8.4.5      |            | Oracle        |               |
|                             |                     |            |            |               |               |
| Information Builders        | WebFocus            | 8.0.0.8    | 224        | derby         | 6/4/2014      |

### [Texas A&M-Kingsville](#)

#### Application Portfolio

| Vendor   | Application Module | Version | # of Users | Database Type | Install Date |
|----------|--------------------|---------|------------|---------------|--------------|
| Ellucian | FA                 | 8.22    | 11         | Oracle        | 2/6/2015     |
|          | BRM                | NA      |            |               |              |

|          |                      |          |     |        |           |
|----------|----------------------|----------|-----|--------|-----------|
| Ellucian | Banner Student       | 8.6.6    | 30+ | Oracle | 9/26/2014 |
|          | UC4                  | NA       |     |        |           |
| Ellucian | Degree Works         | 4.1.2    | 20  | Oracle | 3/8/2015  |
| eVisions | eVisions Form Fusion | Not Sure |     |        |           |
| Ellucian | Accounts Receivable  | 8.4.5    | 5   | Oracle | 8/8/2014  |

[Texas A&M-San Antonio](#)

**Application Portfolio**

| Vendor   | Application Module   | Version  | # of Users | Database Type | Install Date |
|----------|----------------------|----------|------------|---------------|--------------|
| Ellucian | FA                   | 8.22     | 11         | Oracle        | 2/6/2015     |
|          | BRM                  | NA       |            |               |              |
| Ellucian | Banner Student       | 8.6.6    | 30+        | Oracle        | 9/26/2014    |
|          | UC4                  | NA       |            |               |              |
| Ellucian | Degree Works         | 4.1.2    | 20         | Oracle        | 3/8/2015     |
| eVisions | eVisions Form Fusion | Not Sure |            |               |              |
| Ellucian | Accounts Receivable  | 8.4.5    | 5          | Oracle        | 8/8/2014     |

[Texas A&M-Texarkana](#)

**Application Portfolio**

| Vendor  | Application Module                    | Version | # of Users | Database Type | Install Date |
|---------|---------------------------------------|---------|------------|---------------|--------------|
| Elucian | Banner General                        | 8.7.1   | 60+        | Oracle        | 10/24/14     |
|         | Banner Accounts Receivable            | 8.4.5   | 60+        | Oracle        | 9/20/13      |
|         | Banner Financial Aid                  | 8.22    | 60+        | Oracle        | 2/20/15      |
|         | Banner Financial Aid Self-Service     | 8.22    |            | Oracle        | 2/20/15      |
|         | Banner Student                        | 8.7.2   | 60+        | Oracle        | 3/27/15      |
|         | Banner Student Self-Service           | 8.7     |            | Oracle        | 3/27/15      |
|         | Banner Faculty & Advisor Self-Service | 8.7     |            | Oracle        | 3/27/15      |
|         | Banner Web General                    | 8.7.1   |            | Oracle        | 10/24/14     |
|         | Banner Web Tailor                     | 8.7     |            | Oracle        | 10/24/14     |
|         | TCC General                           | 8.7     | 60+        | Oracle        | 10/24/14     |
|         | TCC Accounts Receivable               | 8.4.4   | 60+        | Oracle        | 9/20/13      |
|         | TCC Financial Aid                     | 8.x     | 60+        | Oracle        | 10/24/14     |
|         | TCC Student                           | 8.7     | 60+        | Oracle        | 3/27/15      |
|         | UC4/Automic                           | 8       | 5+         | Oracle        | 12/19/14     |
|         | Degree Works                          |         |            |               |              |

|                     |                    |        |  |        |        |
|---------------------|--------------------|--------|--|--------|--------|
| Evisions            | FormFusion         | 1.9    |  | Oracle |        |
| Runner Technologies | Clean Address      | 4.16.0 |  | Oracle | 3/5/15 |
| Touchnet            | Bill+Payment Suite | 6.5    |  |        |        |
| IBI                 | WebFocus           |        |  |        |        |

**EXHIBIT D – INSURANCE**

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

**Insurance:**

| <b><u>Coverage</u></b>                 | <b><u>Limit</u></b>   |
|--|---|
| <b>A. <u>Worker's Compensation</u></b> |   |
| Statutory Benefits (Coverage A)        | Statutory   |
| Employers Liability (Coverage B)       | \$1,000,000 Each Accident<br>\$1,000,000 Disease/Employee<br>\$1,000,000 Disease/Policy Limit |

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

**B. Automobile Liability**

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

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

**Additional Endorsements**

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

**C. Commercial General Liability**

|                                 |             |
|---------------------------------|-------------|
| Each Occurrence Limit           | \$1,000,000 |
| General Aggregate Limit         | \$2,000,000 |
| Products / Completed Operations | \$1,000,000 |
| Personal / Advertising Injury   | \$1,000,000 |
| Damage to rented Premises       | \$300,000   |
| Medical Payments                | \$5,000     |

The required commercial general liability policy will be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

- D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER 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, PROVIDER agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional 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 three (2) years after the expiration of cancellation of this Agreement.
- E. **Cyber Liability** Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability policy with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such insurance shall be maintained and in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. [SYSTEM AND/OR MEMBER] shall be given at least 30 days notice of the cancellation or expiration of the aforementioned insurance for any reason.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the System and its members require and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the System and its members.

- F. PROVIDER will deliver to A&M System:

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

**All insurance policies**, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to

send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit D.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following A&M System contact in [SOProurement@tamus.edu](mailto:SOProurement@tamus.edu).

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.



## EXHIBIT E - Member Agreement

### MEMBER AGREEMENT

This Member Agreement ("Member Agreement") is entered into between Member Institution Name ("Client or Member"), having its principal address at Member Institution Address, and CampusWorks Inc., ("CampusWorks or Provider") a Delaware corporation, having its principal address at 1767 Lakewood Ranch Blvd, #305 Bradenton, FL 34211-4906 as of and effective on Insert Date ("Effective Date").

### RECITALS

- A. **WHEREAS**, CampusWorks and the Texas A&M University System are parties to a Master Services Agreement dated Insert Effective Date of Master Agreement (hereafter referred to as "Master Agreement");
- B. **WHEREAS** the Member desires to purchase certain Student Information Systems in support of its Student Information System and Services operations; and
- C. **WHEREAS**, CampusWorks has the unique skills and expertise and wishes to provide the services described herein in accordance with the terms and conditions hereof.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the payments herein agreed to be made and the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- SERVICES** Starting on Insert Date, CampusWorks shall perform the Services described in Exhibit A, the Scope of Work (the "Services"), which is attached and incorporated herein.
- COST FOR SERVICES** The total cost for Services is set forth in Exhibit B, Cost and Payment Schedule, which is attached and incorporated herein.

### 3. TERMS, COVENANTS AND AGREEMENTS

3.1 Term. The initial term of this Member Agreement is for a period of \_\_\_\_, ( ) months beginning Insert Date and ending on Insert Date. This Agreement may be renewed or extended for similar or alternative periods if agreed to in writing by both parties. The option to renew shall be exercised by the Client by notifying CampusWorks in writing with 30 days advance notice.

3.2 Invoices and Payment Terms. CampusWorks shall issue invoices at least fifteen (15) days before payment is due by the Client. The amounts to be paid by the Client, and the date payments are due are indicated in Exhibit B, Cost and Payment Schedule. Late payments will be subject to an interest charge. Interest charges will be computed at the current prime rate as designated by Chase Bank plus two percent (2%).

3.3 Workspace. Client shall provide to CampusWorks as mutually agreed, an office or other suitable workspace for use by CampusWorks personnel in performing the Services. Client shall provide its customary office supplies, telephone service and reproduction, telecommunications and office equipment as are reasonable and appropriate to support CampusWorks' personnel in performing the Services.

3.4 Use of Data Processing Equipment, Software and Client to Personnel. Client shall provide CampusWorks reasonable access to Client equipment, equipment services, programs and supplies necessary to perform the Services. CampusWorks shall have reasonable access to Client's management, professional and operating personnel, as well as to all materials, records, or other information, necessary to perform the Services.

3.5 Status Reports. CampusWorks' management shall conduct regular meetings with the Client's Contract Administrator (as defined in Section 3.6 hereof) or such other persons as may be designated by the Contract Administrator to formally review CampusWorks' performance under this Agreement. These meetings shall be conducted at a time and location mutually agreed upon. CampusWorks shall provide the Client a written status report at intervals and covering matters as mutually agreed upon by CampusWorks and the Contract Administrator.

3.6 Contract Administration. The Client will designate one person (the "Contract Administrator") to be the point of contact during the Term of this Member Agreement for contract, invoice, payment and other related matters in accordance with standard Client procedures. The Contract Administrator will be responsible for coordinating resources with the CampusWorks engagement manager.

3.7 Schedule. CampusWorks' staff assigned full-time to the Client site shall adhere to the Client's working hours, holiday schedule and other work schedule provisions. The Client shall allow CampusWorks' staff the same number of vacation and sick days as allowed for Client staff. Holidays, vacation, and sick days shall be included in the FTE calculation. The fact that an individual is assigned by CampusWorks to provide services to the Client on full-time basis shall not be deemed to make such an individual an employee of the Client.

To the extent that an individual is assigned by CampusWorks to provide services to the Client on something other than a full-time basis, nothing about CampusWorks arrangement with such individuals as to paid time off shall make the Client responsible for payment to CampusWorks for other than hours actually worked for the Client.

3.8 Scheduling Commitment/Postponement. The parties agree that once the Client and CampusWorks have scheduled a specific time during which CampusWorks will provide services, CampusWorks will be obligated to perform and Client will be obligated to provide the information and access to its employees that is reasonably necessary for CampusWorks to perform its obligations as scheduled. If Client desires to postpone scheduled services, or its provision of information necessary for CampusWorks to provide previously scheduled services, including postponing of any scheduled meeting intended to provide CampusWorks with information necessary for it to provide services to Client (collectively, a "Services Postponement"), the parties recognize that such a postponement will cause CampusWorks to incur losses which will be virtually impossible to calculate with any degree of precision. Accordingly, Client must provide CampusWorks with notice of such postponement (a "Services Postponement Notice"), in writing via email to success@campusworksinc.com, and will be responsible to pay liquidated damages to CampusWorks in connection with a Services Postponement, calculated as reflected below:

- 1) If the Services Postponement Notice is sent more than sixty (60) calendar days prior to the date of the event being postponed, Client will not be assessed any liquidated damages arising from such a Services Postponement.
- 2) If the Services Postponement Notice is sent less than sixty (60) calendar days but more than fourteen (14) calendar days prior to the date of the event being postponed, Client will be assessed liquidated damages in an amount equal to two and half percent (2.5%) of the total anticipated fee for the Statement of Work (Exhibit A), up to a maximum of \$10,000 per occurrence.
- 3) If the Services Postponement Notice is sent less than fourteen (14) calendar days prior to the date of the event being postponed, Client will be assessed liquidated damages in an amount equal to five percent

(5%) of the total anticipated fee for the Statement of Work (Exhibit A), up to a maximum of \$20,000 per occurrence.

In addition to the liquidated damages calculated as reflected above, Client will reimburse CampusWorks for the full amount of any airline or hotel-imposed cancellation charges associated with previously purchased, non-refundable fares or reservations (as applicable) incurred by CampusWorks as a result of the Services Postponement. These charges are in addition to and not in lieu of the payment schedule in Exhibit B. These fees and reimbursement of charges will be assessed on a per occurrence basis, with each Services Postponement constituting one occurrence.

3.9 Non-Piracy. CampusWorks invests substantial time and resources in identifying prospective personnel to provide services to Client pursuant to this Member Agreement and ensuring that such personnel are capable of performing the services required. Accordingly, beginning on the Effective Date and continuing for a period of eighteen months from the termination of this Member Agreement, whether by expiration or otherwise, Client shall not, without CampusWorks' prior written consent (which consent may be withheld at CampusWorks' sole discretion), enter into any agreement (including, but not limited to, an employment contract, independent contractor arrangement, outsourcing agreement, or consulting agreement, or any other form of agreement pursuant to which any individual previously assigned by CampusWorks to perform services for Client) with (i) any employee, contractor, former employee or contractor of CampusWorks who performed work under this Member Agreement ("CampusWorks employee") or (ii) any person, firm, corporation, or enterprise by which the CampusWorks employee is employed or with which such CampusWorks employee is affiliated (including, but not limited to, as a consultant, shareholder, partner, officer or director) ("CampusWorks employee's new firm"), whereby the CampusWorks employee or CampusWorks employee's new firm would provide Client all or part of the Services. Notwithstanding any language to the contrary contained herein, the terms of this non-piracy provision shall not apply to any person employed by the Client on the Effective Date or whose affiliation with CampusWorks terminated at least twelve months prior to the termination of this Member Agreement.

3.10 Confidentiality. To the fullest extent permitted under the law, the Client and CampusWorks shall treat each other's Confidential Information as proprietary. The Client and CampusWorks shall each exercise due care to keep in strict confidence and not disclose Confidential Information to any individual other than its respective employees, who have a "need to know" in accordance with the performance obligations of CampusWorks or the Client, as applicable, under this Member Agreement. For purposes hereof, "Confidential Information" shall mean personnel, student, software, business, customer, medical records, marketing, educational, financial and other non-public information; including, proposals, contracts, letter contracts, reports, or trade secrets (methods, techniques, processes and costs) relating to the business of CampusWorks or the Client, as applicable, and created or learned by the Client or CampusWorks, as applicable, in connection with the performance of the Services, and any information of whatever kind disclosed or revealed by one party to the other in relation to this Member Agreement that is by its nature confidential, is designated by a party as confidential, or the receiving party knows or reasonably ought to know is confidential.

Notwithstanding the foregoing, nothing in this Member Agreement shall be construed to limit the Client's internal use of the techniques, models, information, reports, deliverables or any other materials embodied in the Services provided pursuant to this Member Agreement (hereinafter, "Service Content") before or after termination or expiration of this Member Agreement and CampusWorks hereby grants the Client a fully-paid, perpetual, irrevocable license to use such Service Content during and after the Term for any and all purposes related to the mission of the Client.

3.11 Nondiscrimination, etc. CampusWorks shall not discriminate against any employee or applicant for employment because of race, color, sex, age, ancestry, medical condition (cancer or HIV Positivity including AIDS or

ARC), national origin, sexual orientation, creed, religion, age, physical or mental disability, political affiliation, citizenship, or any other characteristic prohibited by state or federal law.

3.12 Indemnity. [Intentionally left blank](#)

3.13 Limitation on Liability, Representation, Insurance.

(a) Provider shall not be liable for the performance of Member or agency, either supervised directly by Member or agency or Provider management, or by working in conjunction with Provider professional staff during this engagement, except to the extent attributable to or caused by the negligence or willful misconduct of Provider employees.

(b) In light of (1) the prerogatives of the Member or agency hereunder to assign priorities and allocate personnel; and (2) the limitation of Provider' warranties hereunder as provided in paragraph (c) below, Provider shall not be liable, whether contractually or in tort, for any consequential or indirect damages (including without limitation damages for economic loss, loss of income, revenue, goodwill, bargain, anticipated savings or loss or corruption of data) arising out of or in connection with this engagement. Provider shall be liable for direct liability attributable to or caused by the negligence or willful misconduct of Provider employees. Provider shall not be responsible for schedule delays, inaccuracies or other consequences resulting from incorrect data, lateness in delivery of Member or agency's data or the failure of equipment or personnel under the control of other vendors or the Texas A&M System. The maximum aggregate liability of Provider for all claims under or relating to this Member Agreement or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis, is limited to the amount of the insurance described subsection (d) below.

(c) Provider represents and warrants to Member or agency that all of its professional staff it assigns to perform work under this engagement shall be skilled and competent to perform the Services described in Exhibit A Scope of Work hereto in furtherance of this engagement and that they shall perform those to professional standards, and that deliverables (if any) provided by Provider to the Member or agency shall, where applicable, substantially conform to the specifications or perform the functions agreed to in writing by the parties. These are the only warranties made by Provider with respect to the Services under this Member Agreement and are in lieu of all other understandings and all warranties expressed, implied or statutory as to the Services, including, but not limited to any warranty or merchantability or fitness for use for a particular purpose.

(d) Throughout the Term of this Member Agreement, Provider, at its sole cost and expense shall maintain in full force and effect the insurance requirements detailed in the **Master Agreement EXHIBIT D – INSURANCE** and shall maintain in full force and effect a policy of Workers' Compensation Insurance covering all of its employees assigned to render the Services. Member or agency agrees that any liability of Provider to the T Member or agency (to the extent not excluded under paragraph (b) above) in connection with bodily injury, death or property damage arising from the negligence of Provider is hereby limited to the amounts of insurance as set forth in this Section. Provider shall provide the Member or agency with a certificate of insurance certifying that such coverage has been obtained and shall remain in full force as specified by this engagement.

3.14 Taxes. This Member Agreement does not include charges for any sales or use tax that now, or in the future, may be deemed by a taxing authority to be applicable to the Services. In the event a taxing authority determines now or in the future that the Services are subject to such tax, CampusWorks shall invoice such taxes to the Client and the Client shall pay same simultaneously with the payment to which such taxes relate. In the event the Client is not subject to or liable for such taxes, the Client shall not be required to pay such taxes, shall provide CampusWorks with the legal basis of such exemption and shall agree to indemnify CampusWorks with respect to the nonpayment by CampusWorks of any such taxes to the extent permitted by the laws in the state of Texas.

3.15 Force Majeure. [Intentionally left blank](#)

3.16 Member Agreement Termination. This Member Agreement may be terminated by either party (the "Terminating Party") prior to the expiration of the Term upon the occurrence of an "Event of Default" affecting the

other party (the "Terminated Party"). An "Event of Default" shall mean failure by a party to timely perform any material obligation under this Member Agreement, such as, but not limited to, the Client's failure to pay or cause to be paid any sums due in the manner provided in this engagement within thirty (30) days of written notice to the Client that such payments are overdue. Without limiting the foregoing, the following conduct shall be deemed to be an "Event of Default" of CampusWorks under this Member Agreement: (1) The work to be done under this Member Agreement is abandoned by CampusWorks; (2) This Member Agreement is assigned by CampusWorks without the written consent of the Client; (3) CampusWorks is adjudged bankrupt; (4) CampusWorks is materially violating any of the conditions of this Member Agreement, or executing the same in bad faith.

In the event of any non-monetary Event of Default, as defined in the previous paragraph, the Terminating Party shall give notice of default to the other Party, describing the Event of Default. The Party claimed to be in default shall then have thirty (30) days to correct the Event of Default or describe to the Terminating Party the efforts that it has undertaken to cure that Event of Default and represent that it will, in good faith, continue to resolve the issue leading to the declaration of an Event of Default thereafter. At the expiration of an additional thirty (30) days after the initial notice of termination, if the Event of Default of the other Party has not yet been resolved, the Terminating Party shall advise the other Party of the respects in which the Event of Default has not been fully resolved. After receipt of this second notice, the Terminated Party shall have a final thirty (30) day period within which to completely resolve the event leading to the notice of termination, failing which, if the Terminated Party has not cured the Event of Default within that final thirty-day period, then this Member Agreement shall be terminated at the end of such period.

The Client shall pay CampusWorks in full, within 10 days of receipt of the Final invoice from CampusWorks, for all services rendered up to and including the termination date. The cost for partial months of services shall be prorated from the monthly costs of services.

If this Member Agreement is terminated prior to the expiration of its then-current term, CampusWorks shall be paid 18% of the remaining sums due under the contract as a termination fee. CampusWorks shall promptly submit its termination invoice to the Client for payment.

3.17 Funding. Client hereby represents to CampusWorks that (i) the services to be performed by CampusWorks hereunder are necessary to Client's efficient operation of its business and (ii) to the best of its knowledge, after investigation, it believes that sufficient funds may be obtained by it or appropriated for it in order to make all payments contemplated hereby.

3.18 Dispute Resolution. *Intentionally left blank*

3.19 Delivery. The parties agree that upon the delivery to Client of a deliverable which is part of any Scope of Work under this Member Agreement, Client shall have ten (10) days within which to notify CampusWorks of any objection it may have to the deliverable. In the absence of any such objection, payment for the deliverable shall be due to CampusWorks as provided in the relevant Statement of Work Cost and Payment Schedule, or within thirty (30) days, whichever is sooner. Payment for any deliverable as to which Client has interposed an objection shall be due as provided herein commencing upon the resolution of the objection.

3.20 Purchase Order Conflict

The parties recognize that after the execution of this Member Agreement, a Member or agency may issue a purchase order which may have a set of terms and conditions attached to or incorporated into it. The parties agree that to the extent that any term or condition of the purchase order differs from or conflicts with the terms and conditions set forth in the Master Agreement or this Member Agreement, the Master Agreement and Member Agreement shall control, unless specifically stated to the contrary in a written agreement separate and apart from the purchase order.



**Exhibit A: Scope of Work**

TBD

**Exhibit B: Cost and Payment Schedule**

TBD

**Travel:** CampusWorks will deliver the services remotely. If onsite time is requested by the client, travel expenses will be billed as incurred and invoiced monthly. CampusWorks does not bill for travel time or markup travel expenses

**Cost of Living Adjustment:**

If this Member Agreement is extended, for each year, beginning \_\_\_\_\_, the cost for CampusWorks Services shall be adjusted for the increase in the cost of living during the immediately preceding calendar year as measured by the Consumer Price Index-All Urban Consumers, All Items, U.S. City Average base period 1982-1984 = 100. Such index is presently published by the U.S. Bureau of Labor Statistics of the Department of Labor. The minimum amount of such annual adjustment shall be a 3% increase.

**Performance versus payment schedule** - CampusWorks often incurs greater expenses for personnel and other costs during the initial period of the Agreement than that reflected in the payment schedule; therefore, the Client recognizes that if this Agreement is terminated for any reason prior to the expiration of its term, the difference between the actual cost incurred and billed will be reconciled and agreed upon in good faith and the Client will pay any balance.

**Payment Preference:** CampusWorks' payment preference is ACH transfer. Please reach out to [finance@campusworksinc.com](mailto:finance@campusworksinc.com) to facilitate set-up. If your organization is required to pay by physical check, please make payable to Campus Works, Inc., and remit to:

Campus Works, Inc.  
P.O. Box 735111  
Chicago IL

**Client Billing Contact Information:**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
60673-5111  
USA

## **Exhibit C, Managed Services Terms and Conditions**

TBD