

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND ACCENTURE

This Services Agreement (“Agreement”) is entered into and effective upon final execution (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 Accenture (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 to provide services to enhance development of the A&M System foundational Enterprise Data Warehouse (EDW) for operational and analytic reporting, accessing the current reporting infrastructure and organizational model and recommending solutions to address A&M System’s future needs. The services (referred to as the “Project”) included, but not limited to, in the scope of this Agreement are listed in Exhibit A, attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin upon execution of this Agreement and will extend through successful completion of the Project. **Project completion shall occur within four (4) months upon the Effective Date unless an extension is necessary and agreed to by 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. For the services rendered under this Agreement, A&M System shall pay PROVIDER based on the deliverable schedule outlined in Exhibit B. This amount is inclusive of all reasonable and necessary expenses, including travel.
- B. **PROVIDER can invoice A&M System upon completion of each deliverable, in alignment with Exhibit B.** Payment will be made to PROVIDER upon approval of such invoice by A&M System. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.
- C. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at;
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/> .
- D. All invoices must reference the A&M System purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and description of services

provided to include but not limited to time, deliverables, and activities as outlined within Exhibit A.

4. DEFAULT AND TERMINATION

A. Default of PROVIDER

It shall be considered a default whenever the PROVIDER:

- Disregards or violates material provisions of the 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.
- Declares bankruptcy, becomes insolvent, or assigns company assets for the benefit of creditors.

B. Convenience of A&M System

Termination of the Agreement if construed by A&M System to be in its best interest for serving the community and its students, faculty, and staff.

Note: Agreement termination shall not relieve the PROVIDER of the obligation to deliver and/or perform prior to the effective date of cancellation.

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.
- 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. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, 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 Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. INSURANCE

Insurance requirements are stated in Exhibit C, attached hereto.

8. MISCELLANEOUS

- A. **Indemnification.** PROVIDER agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- C. **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."
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 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.
- E. **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.
- F. **Not Eligible for Rehire.** PROVIDER is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in [System policy 32.02](#), Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.
- G. **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.

- H. **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 include this provision in all contracts with permitted subcontractors.
- I. **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.
- J. **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.
- K. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- L. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- M. **HUB Subcontracting Plan.** The HUB Subcontracting Plan (HSP) submitted by PROVIDER and attached shall be part of the terms of this Agreement. The HSP was submitted as self-performing, however if a subcontractor will be used to provide any commodity or service as part of the scope of this Agreement, the PROVIDER will be required to make a good faith effort and complete the state of Texas HSP found at:

<https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>

In the event that you determine you will be using a subcontractor, please contact Mr. Keith Williams from the A&M System's HUB Program at (979) 458-3265 or kwilliams@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

- N. **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- O. **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.

- P. **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.
- Q. **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.
- R. **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.
- S. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- T. **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.
- U. **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 Agreement may be terminated if this certification is or becomes inaccurate.
- V. **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.
- W. **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.
- X. **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.

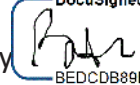
- Y. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. A&M System and PROVIDER can 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
Fax: (979) 458-6250
E-mail: jjzimmermann@tamus.edu

PROVIDER: Accenture
319 Congress Avenue
Austin, TX 78701
Attention: Meg Hare
Phone: (512) 299-6420
Email: Meg.Hare@accenture.com

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 BEDCDB89EA78479...
Billy Hamilton
Deputy Chancellor & Chief Financial Officer

4/20/2020 | 10:52:46 CDT

Date

Accenture



By _____
Jon Andrews
State of Texas Client Account Lead

4/17/2020

Date

EXHIBIT A – SCOPE

1. Services

Due to the evolving circumstances around COVID-19, Services will be performed in two phases. After phase one, a checkpoint meeting will occur and a decision will be made regarding timing of Phase two.

Phase One - Activities from this reporting effort include:

1. Identify Changes Needed in Current Reporting Infrastructure (3.1)

[Redacted]

2. Assess the Current Organizational Model (3.5)

[Redacted]

3. Assess the Data Transformation Life Cycle (3.6)

[Redacted]

4. Recommendations for a Security Model (3.8)

[Redacted]

5. Data Governance (3.9)

[Redacted]

Phase Two - Activities from this reporting effort include:

1. Report Interaction (3.2)

[REDACTED]

2. Report Delivery (3.3)

[REDACTED]

3. Departmental "Shadow" Financial Reporting Systems (3.4)

[REDACTED]

4. Recommend Technical Solutions that will Address Future Needs (3.7)

[REDACTED]

- [Redacted]
- 5. Data Governance (3.9)
 - [Redacted]
 - [Redacted]
- 6. Final Review of all Deliverables (3.10)
 - [Redacted]

See the table below for a high-level project plan:

| | | | | | | | | | | | |
|--------------------------|--|--|--|--|--|--|--|--|--|--|--|
| [Redacted Table Content] | | | | | | | | | | | |
|--------------------------|--|--|--|--|--|--|--|--|--|--|--|

2. **A&M System Responsibilities.** A&M System and Provider have made the following assumptions upon which Provider's performance of the Services is conditioned upon:

| # | Workstream | Responsibility | Due |
|---|---|--|-----------------|
| 1 | Identify Changes Needed in Current Reporting Infrastructure | <ul style="list-style-type: none"> Provide detailed list of performance and stability issues | Prior to Week 1 |
| | | <ul style="list-style-type: none"> Provide Web Intelligence infrastructure architecture and configuration documentation | Prior to Week 1 |
| | | <ul style="list-style-type: none"> Provide SAP Business Intelligence / Business Objects license documentation, including licensed modules and applications | Prior to Week 1 |
| 2 | Report Interaction | <ul style="list-style-type: none"> Provide detailed list of stakeholder groups, user roles, and data consumption requirements / use cases | Prior to Week 7 |
| 3 | Report Delivery | <ul style="list-style-type: none"> Provide list of current stakeholder groups, user roles with report delivery requirements and processes | Week 7 |
| 4 | Departmental "Shadow" Financial Reporting Systems | <ul style="list-style-type: none"> Identify interview groups to participate in the three (3) interviews, and provide information on shadow systems in use (if available) | Week 7 |
| 5 | Assess Current Organizational Model | <ul style="list-style-type: none"> Provide current organizational structure and operating model (support and delivery) Provide list of currently identified inefficiencies in support and delivery of reporting platform | Prior to Week 1 |
| 6 | Assess the Data Transformation Life Cycle | <ul style="list-style-type: none"> Provide ETL processes, architecture and configuration documentation | Week 1 |
| 7 | Recommend Technical Solutions to Address Future Needs | <ul style="list-style-type: none"> Provide list of currently identified issues with reporting and data storage platforms and applications Provide reporting and data storage architecture diagrams and documentation | Week 8 |
| 8 | Recommendations for Security Model | <ul style="list-style-type: none"> Provide current security model for data and report access | Week 2 |
| 9 | Data Governance | <ul style="list-style-type: none"> Provide documentation on current Data Governance process, applications, architecture, governance model and identified pain points | Week 7 |

3. **Deliverables.** Provider shall provide the Deliverables in accordance with the division of responsibilities and format as set forth below:

| # | Deliverable Name | Description | Provider Responsibility | A&M System Responsibility |
|---|---|---|-------------------------|---------------------------|
| 1 | Identify changes needed in the current reporting infrastructure | Identify changes needed in the current reporting infrastructure | Primary | Secondary |
| 2 | Report Interaction | Define interaction of stakeholder groups and user roles with the proposed reporting tools and infrastructure | Primary | Secondary |
| 3 | Report Delivery | Recommended solution for the improvement of report delivery | Primary | Secondary |
| 4 | Departmental "Shadow" Financial reporting systems | Identify potential recommendations aligned to eliminating the need for shadow financial system | Primary | Secondary |
| 5 | Assess the current organizational model | Recommendation of roles, responsibilities, and training aligned to the short-term and future reporting strategy | Primary | Secondary |
| 6 | Assess the data transformation life cycle | Tools and framework recommendation to support accelerated data onboarding and processing | Primary | Secondary |
| 7 | Recommend technical solutions that will address future needs | Interim and target state conceptual technical architecture aligned to a predefined capability model | Primary | Secondary |
| 8 | Recommendations for a security model | Recommendation for Security model focusing on data and report access | Primary | Secondary |
| 9 | Data Governance | Data governance framework and data governance application evaluation | Primary | Secondary |

4. **Project Risks.** The below are known risks for the Project. The Parties will work together to address and mitigate the risks so that they do not negatively impact the Project. If any of the below risks are not adequately mitigated or addressed, the Parties will promptly discuss the impact to the Project through the instituted Governance and use the Change Control Procedures to document the impact via a Change Order.

| # | Risk |
|---|------|
| ■ | |
| ■ | |

| | |
|---|------------|
| █ | [REDACTED] |
| █ | [REDACTED] |

5. **Project Assumptions.** A&M System and Provider have made the following assumptions upon which Provider’s performance of the Services is conditioned upon:

| # | Project Assumptions |
|---|---------------------|
| █ | [REDACTED] |
| █ | [REDACTED] |
| █ | [REDACTED] |
| █ | [REDACTED] |
| █ | [REDACTED] |
| █ | [REDACTED] |
| █ | [REDACTED] |
| █ | [REDACTED] |
| █ | [REDACTED] |
| █ | [REDACTED] |
| █ | [REDACTED] |

6. **Staffing Model.** Staffing can be altered based on the business needs of the Provider.

6.1 **Provider Resources**

| Provider Project Team Role | Role Description | Resource Name | FTE % |
|--------------------------------|------------------|---------------|------------|
| Reporting Strategy Lead | [REDACTED] | [REDACTED] | [REDACTED] |
| Reporting Strategy Sr. Manager | [REDACTED] | [REDACTED] | [REDACTED] |
| Reporting Strategy Manager | [REDACTED] | [REDACTED] | [REDACTED] |
| SAP Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Reporting Assessment Analyst | [REDACTED] | [REDACTED] | [REDACTED] |
| Subject Matter Experts | [REDACTED] | [REDACTED] | [REDACTED] |

6.2 A&M System Resources

| A&M System Project Team Role | Role Description | | Resource Name | FTE % |
|------------------------------------|------------------|--|------------------|-------|
| EDW Team Lead | | | | |
| | | | | |
| | | | | |
| | | | | |
| EDW Technical Lead | | | | |
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| | | | | |
| EDW SQL Developers | | | | |
| | | | | |
| | | | | |
| | | | | |
| EDW Business Analysts | | | | |
| | | | | |

EXHIBIT B – DELIVERABLES AND PRICING

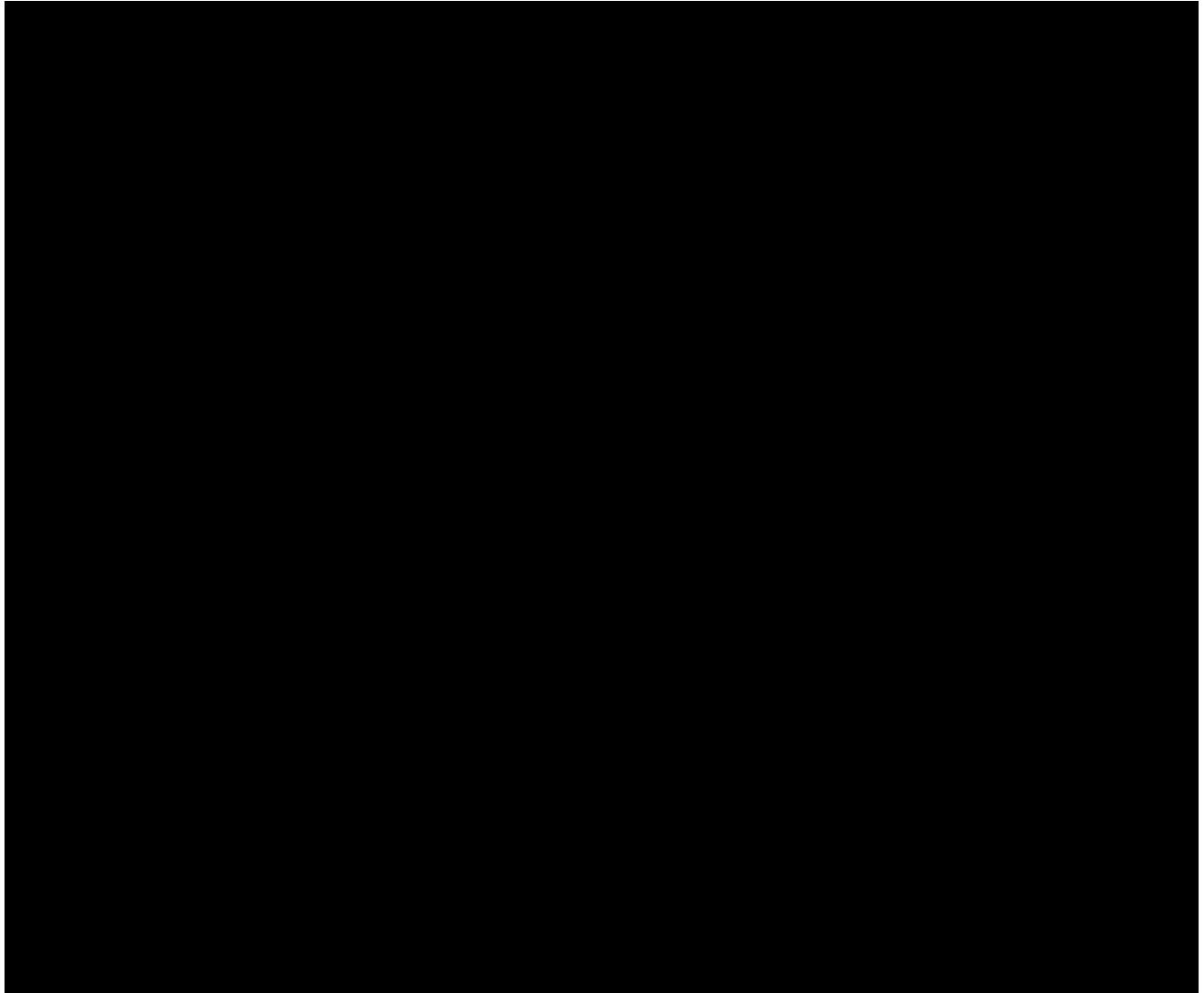


EXHIBIT C – INSURANCE

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:**Coverage****Limit****A. Worker's Compensation**

| | |
|----------------------------------|----------------------------------|
| Statutory Benefits (Coverage A) | Statutory |
| Employers Liability (Coverage B) | \$1,000,000 Each Accident |
| | \$1,000,000 Disease/Employee |
| | \$1,000,000 Disease/Policy Limit |

Workers' Compensation policy must include 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.

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. 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.

E. 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.

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 Section 11.

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 mailed, faxed, or emailed to the following A&M System contact in Section 8U.

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.

**AMENDMENT No. 1
TO AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND ACCENTURE**

This Amendment No. 1 ("Amendment") serves to amend the Services Agreement, effective April 20, 2020, between The Texas A&M University System ("System") and Accenture ("PROVIDER"), and is effective upon final execution ("Amendment Effective Date"). System and PROVIDER agree to amend the agreement as follows:

EXHIBIT A – SCOPE

1. **Services** to be updated as follows:

Phase Two - Activities from this reporting effort include:

6. AFR Recommendations (3.10)

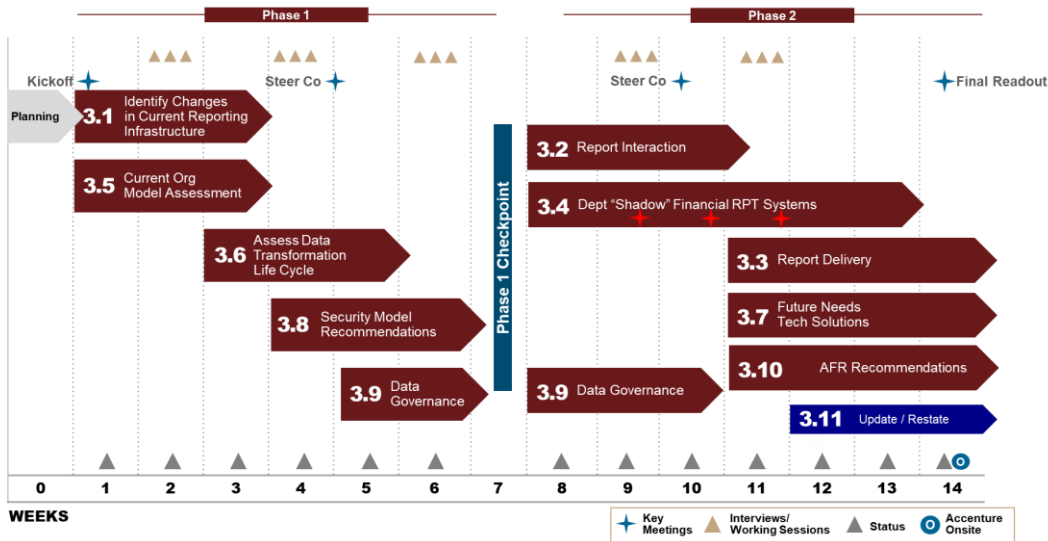
- Review *AFR-FromBusinessObjects-Feasibility Accounting Comments May 2014* document
- Conduct up to 5 additional interviews
- Conduct up to 2 group requirement and validation workshops
- Research and recommend 3 to 5 tool options to support the AFR process
- Document best practices for an implementation of recommended tools
- Develop comments on reclassifications, allocations, or consolidations discussed in the *AFR-FromBusinessObjects-Feasibility Accounting Comments May 2014* document
- The following task will be removed from Deliverable 3.3 and will now be addressed in Deliverable 3.10: Advise on Enterprise Performance Management (EPM) software and Workday Prism Implementation

7. Final Review of all Deliverables (3.11)

- A final review of all deliverables will be performed and updated at the end of phase two

See table below for updated high-level plan:

UPDATED TIMELINE



2. **A&M System Responsibilities** to be updated with the following:

| Workstream | Responsibility | Due |
|--------------------|--|-----------------|
| AFR Recommendation | <ul style="list-style-type: none">Share process and technical architecture documents related to AFR FAMIS Module | Prior to Week 9 |
| | <ul style="list-style-type: none">Share previous assessments of AFR | Prior to Week 9 |

3. **Deliverables** to be updated with the following:

| # | Deliverable Name | Description | Provider Responsibility | A&M System Responsibility |
|----|-------------------------|--|-------------------------|---------------------------|
| 10 | Recommendations for AFR | Recommendations for a new tool and changes for AFR Reporting infrastructure. Advise on Enterprise Performance Management (EPM) software and Workday Prism Implementation | Primary | Secondary |

6. **Staffing Model** to be updated with the following:

6.1 Provider Resources

| Provider Project Team Role | Role Description | Resource Name | FTE % |
|------------------------------|--|------------------|-----------------|
| Higher Education Finance SME | <ul style="list-style-type: none">Supports AFR related interviewsProvide thought Leadership Related to higher education finance | Matthew DeTemple | 25% for 4 weeks |

EXHIBIT B – DELIVERABLES AND PRICING

Phase Two Deliverables to be updated as follows:

| No. | Deliverable Name | Price | Target Week |
|-------|---|----------|-------------|
| 3. 10 | Recommendations for AFR: Recommendations for a new tool and changes for AFR Reporting infrastructure. Advise on Enterprise Performance Management (EPM) software and Workday Prism Implementation | \$49,600 | Week 14 |

All other terms and conditions not hereby amended are to remain in full force and effect.

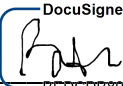
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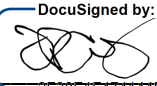
Deputy Chancellor & Chief Financial Officer

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Jon Andrews

State of Texas Client Account Lead

Date: 6/19/2020 | 19:25:00 BST