

AN AGREEMENT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES  
AND EXCEL GLOBAL PARTNERS LLC.

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 JN3 Global Enterprises LLC dba Excel Global Partner (hereafter referred to as “EGP”). A&M System and EGP are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

A&M System and EGP hereby agree as follows:

**1. SCOPE OF WORK**

- A. EGP will use reasonable efforts and work with A&M System to perform the scope of work set forth in Exhibit A, Scope of Work (“SOW”), attached hereto and incorporated for all purposes, in accordance with the schedule set forth in Exhibit A. Any revision to the SOW must be set forth in a written modification (an “Amendment”) signed by both Parties. With the exception of software, EGP shall provide all materials, supplies, labor, services, transportation, tools, equipment and parts to perform the scope of work set forth in Exhibit A in a good and workmanlike manner to the satisfaction of A&M System.
- B. The general objective of this Agreement is to provide services to implement a software platform and solution to manage and automate its financial close and consolidation process and also to create the statutorily required Annual Financial Report (AFR). The software solution will integrate data from each member of the A&M System and provide a managed approach to reconciliations, reclassifications, allocations, and eliminations. Additionally, services include the implementation of an Institutional Financial Forecasting Module (IFFM) to meet the needs of the A&M System and its member universities and agencies.
- C. Pre-Phase 1, Discovery and Planning – The objective of the first phase of the work (“Pre-Phase 1”) is that EGP will fully discover and understand TAMUS requirements and the scope of work required to complete the implementation of the AFR solution. Deliverables at the end of this phase will be:
- A detailed plan and Statement of Work for completion of Phase 1 (Implementation of the AFR reporting solution).
  - List of Deliverables for Phase 1.
  - Final quote based on time and materials for Phase 1 and an invoicing schedule.
- D. Phase 1: Implementation of the AFR reporting solution. This phase is contingent upon approval by A&M System. If approved, Phase 1 will be added through an Amendment to this Agreement and Exhibit A. This Phase is anticipated to provide the following deliverables:
- Fully functioning and implemented AFR reporting solution to be used by the A&M System for the FY 2022 AFR reporting period.
  - All designated A&M OneStream administrators will be trained with a Train-the-Trainer format and then supported by EGP when training the employees of the A&M System in the AFR process.
  - All AFR required reports are created and produced by the solution with an expected maximum of 20 reports built by the EGP Team.
  - All integrations are built and in place, tested, and working in production

- A plan and final quote for Phase 2 – the implementation of the Financial Forecasting Module (IFFM) is presented
- E. Phase 2 – Implementation of the IFFM. This phase is contingent upon approval by A&M System. If approved, Phase 2 will be added through an Amendment to this Agreement and Exhibit A. This Phase is anticipated to provide the following deliverables:
- Implementation of the IFFM – including enhanced features to the current solution as discussed in the RFP.

## 2. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin on the Effective Date and will expire upon completion of the Exhibit A deliverables as described herein. Any extensions shall be upon the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with EGP.

## 3. PAYMENT TERMS

A. For the services rendered under this Agreement, A&M System shall pay EGP the not to exceed price of \$93,720 for Pre-phase 1 (not inclusive of travel) to be billed according to EGP's Time and Materials (T&M) proposal and rates, as included in the provisions of Exhibit A. All labor charges shall be in accordance with the T&M rates provided therein. Invoiced hours and fees shall be subject to A&M System review and approval before payable. Any Amendment agreed to by the Parties that affects the payment amount must clearly state the revised payment amount and any changes to Exhibit A that are necessary.

B. EGP shall invoice A&M System monthly for the Scope of Work identified in Exhibit A. Payment will be made to EGP upon approval of such invoice by A&M System. Invoicing for each deliverable should include the individuals that performed services related to that deliverable and their hourly rate as well as details on any materials, travel, etc. included in the invoice.

A&M System will make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of the 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 30<sup>th</sup> day unless a discount has been arranged for more immediate payment.

C. All travel must be pre-approved by A&M System. Business-related travel, lodging and/or meal expenses will be reimbursed by A&M System according to the State of Texas rates, rules, and regulations (<http://www.window.state.tx.us//procurement/prog/stmp/>). 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. Should the contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

D. All payments shall be made by electronic direct deposit. EGP 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/>.

All invoices must reference the A&M System purchase order number (which will be provided to EGP within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

#### **4. DEFAULT AND TERMINATION**

- A. In the event of substantial failure by EGP to perform in accordance with the terms hereof, and where EGP has been unable to reasonably remedy such failure, A&M System may terminate this Agreement upon thirty (30) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the thirty-day period), provided that said failure is through no fault of A&M System.
- B. A&M System may terminate this Agreement for convenience at any time upon thirty (30) days prior notice to EGP. Should A&M System exercise its right to terminate this Agreement for convenience, A&M System shall pay all work performed prior to the effective termination date plus all reasonable actual costs incurred by EGP during its performance of the SOW. If A&M System has prepaid any fees, EGP shall refund all unused prepaid fees on a pro rata basis based on the effective date of the termination.

#### **5. DATA PRIVACY AND SECURITY**

- A. "Data" means all information, whether in oral or written (including electronic) form, created by or in any way originating with the A&M System and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the A&M System in the course of using and configuring the Services provided under this Agreement, and includes the A&M System Data and Protected Information.
- B. EGP will use the Data only for the purpose of fulfilling its duties under this Agreement and for the A&M System's sole benefit, and will not share such Data with or disclose it to any third party without the prior written consent of the A&M System or as otherwise required by law. By way of illustration and not of limitation, EGP will not use such Data for EGP's own benefit and, in particular, will not engage in "data mining" of the Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the A&M System.
- C. All Data must be stored on servers located solely within the Continental United States.
- D. EGP will provide access to the Data only to those EGP employees, contractors and subcontractors ("EGP Staff") who need to access the Data to fulfill EGP's obligations under this Agreement. EGP will ensure that, prior to being granted access to the Data, EGP staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

#### **6. FERPA**

A&M System hereby designates EGP 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 ("FERPA"), to the extent EGP 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 EGP only to the extent as is relevant to compliance by EGP and A&M System with FERPA. EGP 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. EGP 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.

**7. INTELLECTUAL PROPERTY RIGHTS**

- A. "Intellectual Property" means, individually and collectively: (a) inventions, discoveries, and/or improvements which are conceived or first reduced to practice, whether or not patentable, in the performance of the work under this Agreement; and (b) all works of authorship created, prepared and/or developed (including compilations) in the performance of the work hereunder that are the subject matter of copyright under Chapters 1 through 8 of Title 17 of the United States Code.
- B. The allocation of intellectual property rights to Intellectual Property, as well as to pre-existing intellectual property owned by a Party or licensed to a Party by a third party shall be described in the SOW.

**8. PUBLIC INFORMATION**

- A. EGP 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, EGP will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- C. EGP 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 EGP agrees that the agreement can be terminated if the EGP knowingly or intentionally fails to comply with a requirement of that subchapter.

**9. 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 EGP to attempt to resolve any claim for breach of contract made by EGP that cannot be resolved in the ordinary course of business. EGP shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Executive Vice Chancellor and Chief Financial Officer for A&M System, who shall examine EGP's claim and any counterclaim and negotiate with EGP in an effort to resolve the claim.

**10. INSURANCE**

The requirements for insurance are described in Exhibit B, attached hereto and incorporated by reference.

**11. MISCELLANEOUS**

- A. **Indemnification.** Each Party agrees to indemnify and hold harmless the other Party from any claim, damage, liability, expense, or loss to the extent resulting from the negligent or willful acts or omissions of the indemnifying Party, but such indemnity shall not apply to the other Party's negligent or willful errors or omissions under this Agreement. The foregoing obligation only applies to A&M System to the extent permitted by the laws of the State of Texas.
- B. **Independent Contractor.** EGP is an independent contractor, and neither EGP nor any employee of EGP 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. EGP 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*, EGP agrees that any payments owing to EGP under this Agreement may be applied directly toward certain debts or delinquencies that EGP 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.** EGP 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 EGP is an individual, by signing this Agreement, EGP certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Franchise Tax Certification.** If EGP is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then EGP certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that EGP is exempt from the payment of franchise (margin) taxes.
- G. **State Auditor's Office.** EGP 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*. EGP agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. EGP will include this provision in all contracts with permitted subcontractors.
- H. **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.
- I. **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.
- J. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

K. **Non-Assignment.** EGP shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.

L. **HUB Subcontracting Plan.** It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) 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.

The HUB Subcontracting Plan (HSP) submitted by EGP and attached shall be part of the terms of this Agreement. EGP must submit an HSP Prime Contractor Progress Assessment Report (PAR) to the A&M System with each payment request. [CLICK HERE](#) for a copy of the PAR form.

EGP shall maintain business records documenting its compliance with the approved HSP and will submit a PAR to the A&M System HUB Program with each payment request until all deliverables have been met and the Agreement completed. All PARs shall be sent via e-mail to Keith Williams at the following address: [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu). Payment requests submitted will not be processed without prior approval of the PAR.

Changes may not be made to the HSP without prior review and approval from the A&M System HUB Program. EGP shall submit to the A&M System HUB Program point of contact a revised HSP for each subcontracting opportunity to be modified.

M. **Force Majeure.** Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

N. **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 EGP and A&M System may terminate this Agreement without further duty or obligation hereunder. EGP acknowledges that appropriation of funds is beyond the control of A&M System.

- O. **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.
- P. **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.
- Q. **Non-Waiver.** EGP 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.
- R. **Conflict of Interest.** By executing this Agreement, EGP and each person signing on behalf of EGP 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 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 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.
- S. **Prohibition on Contracts with Companies Boycotting Israel.** If EGP is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, by executing this Agreement, the EGP certifies it does not and will not, during the performance of this contract, boycott Israel. EGP acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.
- T. **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.
- U. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, EGP certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. EGP acknowledges this Agreement may be terminated if this certification is or becomes inaccurate.
- V. **Accessibility.** If determined to be applicable by A&M System, EGP 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 EGP should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, Vendor 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.
- W. **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 EGP can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

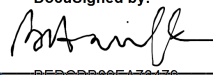
A&M System: The Texas A&M University System  
301 Tarrow St., Suite 273  
College Station, Texas 77840  
Attention: Jeff Zimmermann  
Phone: (979) 458-6410  
E-mail: [zimmermann@tamus.edu](mailto:zimmermann@tamus.edu)

EGP: Excel Global Partners LLC.  
3302 Far View Drive  
Austin, TX 78730  
Attention: James Nowlin  
Phone: (214) 957-4112  
Email: [JNowlin@EGPVentures.com](mailto:JNowlin@EGPVentures.com)

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

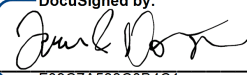
DS  


**The Texas A&M University System**

DocuSigned by:  
  
By \_\_\_\_\_  
BECDCB89EA76479...  
Billy Hamilton  
Deputy Chancellor & Chief Financial Officer

9/24/2021 | 17:39:19 CDT  
\_\_\_\_\_  
Date

**Excel Global Partners LLC.**

DocuSigned by:  
  
By \_\_\_\_\_  
F09C7A533C0B4C1...  
James Nowlin  
Chief Executive Officer

9/20/2021 | 18:06:23 CDT  
\_\_\_\_\_  
Date



## EXHIBIT A – SCOPE OF WORK

### PRE-PHASE I – DISCOVERY AND PLANNING SCOPE

Pre-Phase 1 Stage (Discovery and Planning) is expected to be between 4-6week process.

The initial two-weeks dedicated to discovery and design meetings with TAMUS team members and stakeholders; followed by the development of the design documents, project plan, and scoping and costing for Phase I. The cost for Pre-Phase I as \$93,720 using the hours and hourly rates detailed within this response. This amount does not include travel costs, which will be billed and reimbursed by the A&M system according to the State of Texas rates, rules, and regulations to the travel policy.

#### Scope:

The following table details our team’s involvement (hours) in Pre-Phase I which underlies the \$93,720 pricing.

Discounted Rate (per hour)	\$256	\$214	\$256	\$256	\$233	\$195		
Major Task	Engagement Partner	PMO	Data Integrator	Solutions Architect	Project Lead	Developer	Total Hours	Cost Estimate
<b>Pre-Planning Phase</b>								
<b>Analyze and Design</b>								
Analyze and Design Session	14	48	10	48	48		168	\$39,888
Design Documentation		20	10	68	68		166	\$40,092
Phase 1 Final Project Plan and Quote	2	32	2	12	12		60	\$13,740
<b>Total Pre-Phase 1</b>	<b>16</b>	<b>100</b>	<b>22</b>	<b>128</b>	<b>128</b>	<b>0</b>	<b>394</b>	<b>\$93,720</b>

#### DETAILS OF OUR ANALYSIS AND DESIGN SESSIONS:

Pre-Phase I, Discovery and Planning, is the foundation on which the entire implementation will be built. This phase will include significant involvement not only from our team, but also key team members and stakeholders of TAMUS. To assist with your planning and understanding of this phase, we have outlined the key working sessions that we anticipate conducting to capture all information necessary for a successful design, project plan, and scoping for Phase I.

Topic	Notes / Comments
Kick-off Meeting / Project Overview	<p><b>Project Team Introductions (Customer &amp; Implementation Teams - Discuss roles/responsibilities:</b></p> <ul style="list-style-type: none"> <li>- TAMUS - Walk us through project goals / key success factors</li> <li>- ALL Discuss high level timeline, Calendars &amp; Availability, Timeline</li> <li>- PM - discuss PMO process (project plan, status reports, etc.)</li> <li>- All - discuss mechanism for file sharing (SharePoint, Teams, etc.???)</li> </ul>

Business Process Overview - Group Level	<p><b>TAMUS to provide high-level walk through of current business process &amp; vision of future business process at the GROUP (Consolidated) Level - to include subtopics:</b></p> <ul style="list-style-type: none"> <li>- Monthly- Monthly / Quarterly / Annual reporting calendars</li> <li>- System &amp; Process dependencies</li> <li>- Key enhancements/changes to current business process desired</li> <li>- High level overview of anticipated future phases / expansion of the OS platform</li> <li>- High level overview of planning process</li> </ul> <p><b>***This session should include any functions/departments that are not directly involved in the Phase I Consolidations project, but may have a stake in future phases (e.g., FP&amp;A, Tax, etc.)</b></p>
Business Process Overview - University	<p><b>TAMUS to provide high-level walk through of current business process &amp; vision of future business process at the University Level - to include subtopics:</b></p> <ul style="list-style-type: none"> <li>- Monthly / Quarterly / Annual reporting calendars</li> <li>- System &amp; Process dependencies</li> <li>- Key enhancements/changes to current business process desired</li> <li>- High level overview of anticipated future phases / expansion of the OS platform</li> <li>- High level overview of planning process</li> </ul> <p><b>***This session should include any functions/departments that are not directly involved in the Phase I Consolidations project, but may have a stake in future phases (e.g., FP&amp;A, Tax, etc.)</b></p>
Business Process Overview - Other LOB's	<p><b>TAMUS to provide high-level walk through of current business process &amp; vision of future business process at the Other LOB's Level - to include subtopics:</b></p> <ul style="list-style-type: none"> <li>- Monthly / Quarterly / Annual reporting calendars</li> <li>- System &amp; Process dependencies</li> <li>- Key enhancements/changes to current business process desired</li> <li>- High level overview of anticipated future phases / expansion of the OS platform</li> <li>- High level overview of planning process</li> </ul> <p><b>***This session should include any functions/departments that are not directly involved in the Phase I Consolidations project, but may have a stake in future phases (e.g., FP&amp;A, Tax, etc.)</b></p>
Reports Review	<p>Review preliminary analysis of reports and proposed design/delivery approach</p> <p>Discuss prioritization of reports as analyzed - Include frequency, level of supporting detail, target audience, etc.</p> <p>Discuss any additional reports desired/needed</p>
Application wide settings Metadata & Dimensionality	<p>Review initial analysis of cube/dimension requirements</p> <p>Will walk through proposed dimensions for: Accounts, Flow, UDS Discuss use of extensibility and multiple cubes</p>

Historical Data Conversion	Discuss following regarding historical data conversion: Actuals - Number of years, Level of detail, Source(s) of historical data, Data validation approach Budget - Single budget to be loaded for variance reporting? ; Source & level of detail Other Scenarios/Categories/sources of data needed
Data Sources (Go- Forward)	Discuss following data sources: (1) FAMIS - to be data connector (2) WTAMU (Colleague) - to be data connector (3) TEEX (FMS Masterpiece) - to be data connector (4) Confirm no other file-based extracts for loading <b>***This session should include IT/systems teams for references systems</b>
Allocations Session	Walk through any allocation models/methodologies for Phase 1 Discuss dependencies
Cash Flow/Roll- Forwards Session	Discuss method (e.g., bottom-up) and calculation approaches Discuss additional supplemental information needed for cash flow (roll-forwards) and method of collection Discuss any I/C impacts on CF
Workflow Session	<b>Discuss Following aspects of Workflow:</b> Data Imports (GL data) - centralized or separated, who responsible, etc. Data Validation on Imports - e.g., file is in balance, cash is positive, etc...discuss what checks should be in place upon import Manual Data inputs - level of detail, how is it entered (e.g. by entity, dept), who does what? Review of Data - who actually reviews & signs-off on data; presentation of reports for review purposes, etc. Certification - are certification questions needed? <b>***This session will be high-level/preliminary discussions. We will reserve some design time for follow-up sessions prior to workflow build mid-way through build</b>
Security Session	<b>Discuss Following Items:</b> (1) Application/Role security (2) Entity/Scenario based security (3) Workflow security (4) Account/UD (Slice) security
Roll-Out/Testing Session	<b>Discuss Following Items:</b> (1) Unit Testing (2) Data Reconciliation plan (3) Training - Train-the-Trainer vs End User Training
Project Plan / Timeline /Resources	Determine key milestone dates, High-level project plan, Resourcing plan (all parties) Next steps & assigned tasks
DesignWalkthrough / Q&A	Present walkthrough of proposed design to TAMUS prior to finalization of design doc
Design Document/ Presentation Review	Final Q&A of design / Finalization/sign-off of design

**EXHIBIT B – INSURANCE**

EGP 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 EGP under this Agreement. EGP shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. EGP 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>
A. <b><u>Worker’s Compensation</u></b>	
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 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 EGP’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, \$1,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of EGP 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, EGP 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. **EGP 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 EGP 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 EGP. 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.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by EGP under this Agreement. EGP 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 11.W.

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.