

**TEXAS CONNECTION CONSORTIUM
ORDER FORM**

TAMU-CC Control Number: **E220070 & E220071**

TCC Member

Name: **TEXAS A&M UNIVERSITY ("Client")**

Underlying

Agreement

This Software Order Form ("Order Form") is issued pursuant to the 2016 Master Software, License, Services and Maintenance Agreement (as thereafter amended) between: The State of Texas, acting by and through **Texas A&M University Corpus Christi** ("TAMU-CC") and the TCC Members; and **Ellucian Company L.P.** ("Ellucian"). All terms and conditions of the 2016 Master Agreement, as amended, are applicable to this Order Form.

PERPETUAL SOFTWARE TABLE:

Client is granted a license to use the Software described in the Software Table below conditioned upon payment of the Total Software License Fee stated in the Software Table.

Software	Source Code Licensed? (yes/no)	Software Supplement	License Fee
Ellucian Degree Works ¹	Yes, for Ellucian-proprietary components only	None	Included
Ellucian Degree Works Transfer Equivalency	No	None	Included
TOTAL SOFTWARE LICENSE FEE:			\$162,892

NOTES TO PERPETUAL SOFTWARE TABLE:

¹ See the Ellucian Degree Works Product Specifications and the Degree Works Operating Environment Requirements attached hereto collectively as **Attachment A**, which are incorporated herein by this reference.

Payment Terms - Perpetual Software License:

The TCC Member will be invoiced by TAMU-CC for the license fee amounts. TCC Member shall pay each invoice to TAMU-CC in accordance to the 2016 Master Agreement.

Ellucian will invoice TAMU-CC for the software license fees. TAMU-CC shall pay each invoice under the 2016 Master Agreement in accordance with Chapter 2251, Texas Government Code.

PROFESSIONAL SERVICES:

Ellucian agrees to provide to Client the additional services identified in the Table(s) below for the additional fees set forth in the Table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form.

HOURLY SERVICES TABLE: Ellucian will provide Client with the time and materials services identified in the Hourly Services Table below, during the period specified in that Table; for the avoidance of doubt, these are not "fixed fee" or "not to exceed" services, but rather time and materials services for which Client will pay Ellucian for services rendered at the hourly rate provided for in the Hourly Services Table.

Description ¹	Service Amount	Rate (valid for 1 year) ²	Fee ³
Degree Works Transfer Equivalency Self-Service Implementation eCRM	40 person-hours	\$196 per person-hour	\$7,840
Degree Works Scribing	2,167 person-hours	\$125 per person-hour	\$270,875
Degree Works Full Service Implementation	314 person-hours	\$196 per person-hour	\$61,544
Banner Project Management Services	655 person-hours	\$196 per person-hour	\$128,380
TOTAL HOURLY SERVICES FEE:			\$468,639

NOTES TO HOURLY SERVICES TABLE:

¹ For a more detailed description of these services, see the Scope of Services attached as **Attachment B**.

² Hourly rates specified in this table will be held in place for services rendered on this implementation project for a period beginning on the Execution Date and ending one (1) year later. Requests for any additional services beyond the one (1) year period will need to be negotiated under separate Work Order and signed by both parties.

3 Client is advised that, without limitation, Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time. Where a number of hours is specified in the table with an associated hourly rate, the “Fee” is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services (i.e., the TOTAL HOURLY SERVICES FEE) will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

Payment Terms – Time and Materials Services: Ellucian will invoice Client monthly for all Professional Services time and materials on an as-incurred basis monthly in arrears, and payments will be due within thirty (30) days from invoice date.

Payment Terms – Expenses and Other Charges: Travel and living expenses are additional. As related to Professional Services, Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from invoice date.

Project Assumptions

The following assumptions apply to all Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client’s site, and be the main point of contact for Ellucian throughout the implementation.
- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a ‘train-the-trainer’ methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the Scope of Work (“SOW”), the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Prior to the commencement of applicable services, Client will provide Ellucian access to applicable on-premise Ellucian Software, will have all necessary hardware onsite and operational, and have all required software installed, other than software to be installed by Ellucian.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client’s security and access policies and provide Ellucian access to their servers via a Virtual Private Network (“VPN”) connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the implementation of the Baseline version of the Ellucian Software available as of the Execution Date.
- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client’s contact through a mutually agreed upon change order process.

MAINTENANCE:

Contract Year (the Maintenance cycle) begins September 1 and ends August 31.
Client is obtaining Maintenance for the following Software for the fees stated in the Maintenance Table and the notes thereto (below):

MAINTENANCE TABLE:

Ellucian Software @ Advantage Maintenance Level	Base Year Fee
Ellucian Degree Works	Included
Ellucian Degree Works Transfer Equivalency	Included
TOTAL BASE YEAR MAINTENANCE FEE	\$29,321

If applicable, Ellucian will invoice the appropriate prorated amount below based on the Execution Date:	
PRORATED MAINTENANCE FEE FOR PARTIAL CONTRACT YEAR THROUGH AUGUST 31, 2022 IF THE EXECUTION DATE IS IN APRIL 2022	\$9,774
PRORATED MAINTENANCE FEE FOR PARTIAL CONTRACT YEAR THROUGH AUGUST 31, 2022 IF THE EXECUTION DATE IS IN MAY 2022	\$7,330
MAINTENANCE EXPIRATION DATE	August 31, 2027

Payment Terms – Maintenance:

(a) For the Software described in the Maintenance Table above, Ellucian's obligation to provide Maintenance and Client's obligation to make payment for such Maintenance shall each commence on the first day of the next month following the Execution Date ("Commencement Date") and continue through the Maintenance Expiration Date specified in the Maintenance Table above, inclusive. The Total Base Year Maintenance Fee stated above is the total that would be due from Client for Maintenance fees for the initial full twelve (12) month period; however, Client shall pay a prorated portion of the Total Base Year Maintenance Fee to cover the Maintenance fees due hereunder from the Commencement Date through August 31, 2022.

(b) For each subsequent Contract Year through the Expiration Date, Maintenance fees, annual maintenance fee escalations, and maintenance fee due dates will be in accordance with the terms and conditions to the 2016 Master Agreement.

(c) The TCC Member will be invoice by TAMU-CC for the maintenance fees. The TCC Member shall pay each invoice to TAMU-CC in accordance to 2016 Master Agreement. Ellucian will invoice TAMU-CC, the Contract Administrator, for the maintenance fees. TAMU-CC shall pay to Ellucian each invoice in accordance to the terms and conditions of the 2016 Master Agreement.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. Except as amended by this non-cancelable Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. In executing this Order Form, Client has not relied on the availability of either any future version of any software, or any future software product.

ELLUCIAN**By:****Name:****Title:****Date:**

DocuSigned by:

*Dawn Braykovich*F10A6B4B6D7C4D4...
Authorized Signature

Dawn Braykovich

Printed

Sr. Director, Revenue Billing & Ops

4/22/2022

TEXAS A&M UNIVERSITY – CORPUS CHRISTI**By:****Name:****Title:****Date:**

DocuSigned by:

*Edward J. Evans*F060142C0A944E2...
Authorized Signature

Edward J. Evans

Printed

Fiscal Agent for the Texas Connection Consortium

4/22/2022

DS

The last date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before April 30, 2022.

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CONFIRMATION OF ORDER FORM: By signing below, TCC Member hereby directs Texas A&M University-Corpus Christi to enter this order to Ellucian. TCC Member is responsible for making all payment as requested by Texas A&M University-Corpus Christi in a timely manner in accordance with this Order Form and to otherwise comply with the 2016 Master Agreement and the Interagency Agreement between Texas A&M University-Corpus Christi and TCC Member.

TCC MEMBER

NAME OF INSTITUTION: TEXAS A&M UNIVERSITY

For TCC Member Use: Purchase Order Reference Number (if applicable): _____

By:  _____

Name: *Authorized Signature*
John W. Crawford

Title: *Printed*
Vice President for Finance and Chief Financial Officer

Date: 4/18/2022 | 10:22:01 CDT

Client’s Billing Contact Information appears below.

Client
Billing Contact Information

Name: Shervonne Smithey

Address: 1119 TAMU

City, State, Zip: College Station, TX 77843-1119

Email Address: shervonne@tamu.edu

Purchase Order #:
(if applicable) _____