



CAMPUSWORKS



PRAIRIE VIEW
A&M UNIVERSITY

EAB Edify Data Mapping

Revised: June 26, 2026

EAB Edify Data Mapping**June 26, 2026**

Dr. Ralene Berry
Executive Director, Data Hub & Analytics
Institutional Research and Effectiveness
Prairie View A&M University
P.O. Box 519
Prairie View, TX 77446

Dear Dr. Berry,

CampusWorks understands the importance of accurate and well-governed data mapping between your source systems and the EAB Edify platform to support reliable analytics, reporting, and downstream integrations across Prairie View A&M University (PVAMU).

The enclosed proposal outlines CampusWorks' approach to PVAMU with the mapping of data fields from Ellucian Banner, Slate and ODS into the EAB Edify data platform. This engagement will focus on delivering a comprehensive, validated mapping framework with clear transformation rules, data quality insights, and documentation to enable successful integration and long-term data management.

CampusWorks is committed to providing exceptional results through:

- Deep expertise in higher education data ecosystems, including Banner, Slate, ODS and Edify.
- A structured, collaborative methodology that ensures mapping accuracy and stakeholder alignment.
- Thorough documentation and knowledge transfer to empower your teams for ongoing success and future scalability.

I look forward to meeting with you to discuss the proposal and how CampusWorks can provide the solutions the University requires. We appreciate your continued confidence in CampusWorks and your consideration of this proposal.

Best regards,

Beverly Fratesi

Beverly Fratesi, VP

Vice President, Client Success
CampusWorks



Great
Place
To
Work®

Certified
JAN 2025-JAN 2026
USA

The Happy Campus People

CampusWorks is a leading provider of technology solutions and consulting services tailored specifically for higher education institutions. With a mission to empower colleges and universities to achieve their strategic goals through innovative technology implementations and process improvements, CampusWorks offers a comprehensive suite of services that include enterprise resource planning (ERP) systems, IT strategic planning, cybersecurity assessments, and organizational development. By leveraging deep industry expertise and a client-centric approach, CampusWorks assists higher education institutions in enhancing operational efficiency, driving student success, and fostering institutional growth in an ever-evolving digital landscape.



Our Mission

We collaborate with colleges and universities to develop and implement insightful strategies that improve institutional effectiveness and enhance the student experience.



Our Vision

We transform higher education so students, faculty, and staff thrive.



Our Promise

We promise to work relentlessly with your team to align people, processes, information, and technology to improve operations and deliver more value from institutional investments.

The Happy Campus Quotient

How do you define and measure success? CampusWorks believes the most compelling argument for partnering with us comes from current and past clients. As evidence, CampusWorks leverages a bi-annual blind assessment asking our clients to rate us across a series of performance indicators. The results of the most recent client satisfaction survey show a continued historical trend that places CampusWorks at the top of Higher Education IT Services firms.



Client Satisfaction
1-10



Trust Index



Referral Rate



Unanimous Decision
Track Record



Personnel Fit

EAB Edify Data Mapping

Scope of Work

Ellucian Banner & Slate to EAB Edify Data Mapping

1. Project Overview

This Statement of Work establishes a pool of 1,800 hours of CampusWorks professional services over a five-month period to lead and advance the design, documentation, and validation of data mappings from Ellucian Banner and Slate CRM into the EAB Edify data platform.

Based on the discovery conducted to date and the information currently available, CampusWorks has developed a good-faith planning *estimate* that the engagement may involve approximately 150 data fields. This estimate is provided solely for planning purposes. It does not constitute a minimum, maximum, guarantee, or commitment regarding the number of fields that will be mapped or completed during the engagement.

The actual number of fields that can be addressed within the 1,800-hour services pool will depend on factors including field complexity, source-system configuration, data availability and quality, required transformation logic, stakeholder responsiveness, validation requirements, changes in priorities, and other conditions identified during the engagement.

CampusWorks will work with the Client to prioritize the activities and fields to be addressed within the available hours. CampusWorks' obligation is to provide the professional services and capacity described in this Statement of Work, rather than to complete a predetermined number of fields or a fixed quantity of deliverables.

2. Objectives

The objectives of the engagement are to:

- Lead and advance the mapping of prioritized data fields from Banner, Slate, and ODS into EAB Edify.
- Design and document field-level mappings based on the information and system access made available by the Client.
- Define applicable transformation logic, business rules, and data dependencies.
- Support data consistency, accuracy, and governance alignment.
- Validate mappings with appropriate functional and technical stakeholders.
- Produce and maintain mapping documentation that can support integration development, reporting, analytics, and future mapping activities.
- Identify data-quality concerns, gaps, dependencies, risks, and decisions requiring Client attention.

EAB Edify Data Mapping

- Provide executive oversight, project management, resource planning, utilization management, and reporting throughout the engagement.

3. Scope of Services

CampusWorks will provide professional services from the following areas, based on project priorities and the availability of hours within the contracted services pool of hours.

3.1 Executive Oversight and Project Management

Under this agreement, CampusWorks will provide executive oversight and project management necessary to coordinate and support the engagement. These activities may include:

- Providing executive sponsorship and oversight.
- Conducting project kickoff and ongoing project-status meetings.
- Developing and maintaining the project work plan.
- Establishing priorities for the use of available hours.
- Planning and assigning CampusWorks resources based on project needs.
- Coordinating activities across CampusWorks, Client, and other applicable stakeholders.
- Monitoring progress, dependencies, risks, issues, and decisions.
- Managing the utilization of the contracted services pool of hours.
- Preparing and presenting monthly utilization and progress reports.
- Forecasting anticipated activities and resource needs for the following month.

Hours associated with executive oversight, project management, resource planning, coordination, reporting, meetings, and engagement administration are included within and will be applied against the contracted services pool of hours.

3.2 Discovery and Planning

CampusWorks will:

- Conduct stakeholder-alignment and discovery sessions.
- Review the anticipated data fields, domains, priorities, and desired outcomes.
- Review available Banner data structures, including applicable tables, forms, extracts, and APIs.
- Review available Slate objects, fields, and data structures.
- Review the EAB Edify data model and available ingestion requirements.
- Review the current ODS data structures via information provided by PVAMU
- Identify potential systems of record, data owners, dependencies, and governance considerations.
- Refine the anticipated level of effort and sequencing based on findings.
- Develop a prioritized mapping work plan for the available services pool.

The parties currently anticipate that approximately 150 fields may require consideration. The field count will be reviewed and refined through discovery and will not represent a guaranteed scope or completion commitment.

EAB Edify Data Mapping

3.3 Field-Level Data Mapping

Based on the priorities established through discovery, CampusWorks will lead and advance field-level mapping activities that may include:

- Identifying the applicable source system.
- Identifying the source table, object, extract, or field.
- Identifying the applicable target EAB Edify dataset and field.
- Documenting field definitions and business meaning.
- Documenting data types, formats, and required or optional designations.
- Categorizing mappings as direct, transformed, derived, calculated, or otherwise dependent on business rules.
- Documenting assumptions, dependencies, open questions, and required decisions.

Fields will be addressed in the order mutually prioritized by the parties. The number of fields completed will be determined by the complexity of the work and the available professional service hours.

3.4 Transformation and Business Rules

CampusWorks will lead and advance the documentation of applicable transformation and business rules, which may include:

- Code translations.
- Data normalization.
- Date, format, and casing standards.
- Concatenation or separation of data elements.
- Source-system precedence.
- Conflict-resolution rules.
- Treatment of duplicate, incomplete, null, or inconsistent values.
- Derived or calculated-field logic.
- Business-rule dependencies requiring Client confirmation.

3.5 Data Quality and Gap Analysis

CampusWorks may evaluate data associated with the prioritized mappings and identify:

- Missing or incomplete data elements.
- Inconsistent definitions or values.
- Duplicate data across Banner and Slate.
- Fields requiring enrichment, correction, standardization, or remediation.
- Governance, ownership, or decision-making gaps.
- Potential upstream-system corrections.

CampusWorks will document observations and recommendations identified through the mapping work. Large-scale data cleansing, remediation, or correction remains outside the scope of this engagement.

EAB Edify Data Mapping

[3.6 Validation and Reconciliation](#)

CampusWorks will facilitate validation activities with applicable Client stakeholders, which may include representatives from:

- Admissions.
- Registrar and Student Services.
- Institutional Research and Analytics.
- Information Technology.
- EAB Edify administration or implementation teams.
- Other stakeholders as identified throughout the process.

Validation activities may include:

- Functional review of proposed mappings.
- Sample-record validation.
- Reconciliation checks.
- Identification and resolution of discrepancies.
- Refinement of mappings based on stakeholder feedback.

The engagement includes validation cycles that can reasonably be performed within the available services pool. Additional or repeated validation cycles caused by changes in requirements, data structures, business rules, or prior Client decisions may affect the number of fields that can be completed.

[3.7 Documentation and Work Products](#)

CampusWorks will develop and maintain work products associated with the activities performed during the engagement. Depending on project priorities and progress, work products may include:

- Data Mapping Workbook.
- Transformation and Business Rules Documentation.
- Data Quality and Gap Findings.
- Data Flow Documentation or Diagrams.
- Executive-Level Findings and Risk Summaries.
- Assumptions, Decisions, and Issues Logs.
- Knowledge-transfer materials.

The content and completeness of the work products will reflect the activities performed and progress achieved within the defined pool of hours. Work products will be provided in their then-current state at the conclusion of the engagement.

[3.8 Knowledge Transfer](#)

CampusWorks will provide knowledge-transfer activities appropriate to the work completed, which may include:

- Walkthroughs with technical teams.
- Walkthroughs with functional stakeholders and data owners.
- Guidance regarding the maintenance of mapping documentation.

EAB Edify Data Mapping

- Guidance regarding future field additions, changes, and validation activities.

4. Monthly Planning and Utilization Reporting

CampusWorks will provide the Client Point of Contact with a monthly utilization and progress report. The report will include, as applicable:

- Hours utilized during the reporting month.
- Cumulative hours utilized.
- Hours remaining in the services pool.
- Activities performed during the month.
- Fields, mappings, rules, or other work products advanced or completed.
- Key accomplishments and outcomes.
- Open issues, risks, assumptions, dependencies, and decisions.
- Variances from the planned activities.
- Anticipated activities and resource assignments for the following month.
- Actions or information required from the Client.

CampusWorks and the Client will use the monthly report and project work plan to establish priorities for the upcoming period. CampusWorks will retain responsibility for assigning and managing its resources and determining the appropriate allocation of hours across project-management, executive-oversight, functional, technical, analytical, and documentation activities.

5. Roles and Responsibilities

Role	Responsibility
CampusWorks	Executive oversight, project management, resource planning, utilization reporting, mapping design, documentation, analysis, validation facilitation, and knowledge transfer.
Client Executive Sponsor	Provide executive direction, resolve escalated issues, and support timely institutional decision-making.
Client Functional Leads	Confirm priorities, define business rules, provide institutional context, and review and validate mappings.
Client Technical Team	Provide system access, documentation, extracts, technical information, and assistance with validation and reconciliation.
Client Project Lead	Coordinate Client stakeholders, coordinate EAB resources or other vendors as needed, schedule meetings, track Client actions, and support timely responses and decisions.

6. Assumptions

- CampusWorks' current estimate of approximately 150 fields is a good-faith planning estimate based on discovery and information available as of the effective date of this Statement of Work.
- The estimated field count is not a commitment to map, validate, document, or complete any specific number of fields.
- The Client and CampusWorks will prioritize fields and activities based on business value, readiness, dependencies, and available hours.
- The Client will provide timely access to Banner, Slate, ODS, and EAB Edify documentation, data extracts, environments, and knowledgeable personnel.
- Client stakeholders will be available for discovery, review, decision-making, and validation sessions.

EAB Edify Data Mapping

- The Client will provide requested information, feedback, approvals, and decisions within mutually agreed-upon timeframes.
- Source- and target-system data structures will remain reasonably stable during the engagement.
- Material changes to source structures, target requirements, priorities, business rules, or previously validated mappings may require reprioritization or additional effort.
- Integration development, data migration, and large-scale remediation are not included.
- CampusWorks will use commercially reasonable efforts to advance the prioritized work within the available services pool.

7. Out of Scope

Unless added through a mutually executed change order, the following are outside the scope of this engagement:

- Development or implementation of APIs, ETL pipelines, interfaces, integrations, or file feeds to correct or sustain existing data sources.
- Data migration execution.
- Large-scale data cleansing or remediation.
- Correction of source-system data.
- Configuration of Banner, Slate, or EAB Edify.
- Ongoing production support following the five-month engagement.
- Activities requiring hours beyond the defined services pool hours.

8. Timeline and Service Period

The services will be provided over a five-month period.

Month	Anticipated Focus
Month 1	Kickoff, discovery, planning, prioritization, and initial mapping
Month 2	Field mapping, transformation rules, and data-quality analysis
Month 3	Continued mapping, business-rule development, and validation
Month 4	Continued mapping, reconciliation, documentation, and gap analysis
Month 5	Final prioritized mapping activities, documentation, knowledge transfer, and engagement closeout

Activities may overlap or be adjusted based on project findings, dependencies, Client priorities, and the availability of required stakeholders and information.

EAB Edify Data Mapping

Investment

The investment for CampusWorks services, as described above, is a fixed investment of \$311,488.

PROPOSAL TERMS & POLICIES:

Validity of Pricing: The pricing outlined in this proposal is valid for 30 days from the date of submission.

Travel & Expense Policy: If travel is requested, CampusWorks will bill travel expenses as incurred on a monthly basis. CampusWorks does not charge for travel time and does not markup travel expenses.

Utilization: The fixed investment includes a pool of 1,800 hours of CampusWorks professional services over the five-month engagement period, including executive oversight, project management, resource planning, utilization reporting, and delivery of the services described in this Statement of Work.

A minimum of 360 hours must be utilized each month. Hours may be pulled forward from a future month upon mutual written agreement and will reduce the hours available in that future month. Any required monthly hours not utilized will expire, be forfeited, and remain billable.

All hours must be utilized by the end of the five-month engagement period, and unused hours will not be refunded, credited, or carried forward.

If the data mapping work is completed before all contracted service hours are utilized, CampusWorks and PVAMU will mutually agree upon other initiatives to which the remaining hours may be applied during the engagement period.

CampusWorks will provide a monthly utilization report summarizing hours utilized, activities performed, accomplishments, remaining hours, and planned upcoming activities.

Contracting Vehicle: Texas A&M System Master Services Agreement. Texas A&M University System Office, Student Information Systems and Peripheral Applications, RFP Number: FRP01-CIO-23-136.

Prairie View A&M University

"At CampusWorks, we are committed to delivering exceptional value that empowers our clients to achieve their goals. Our pricing reflects a partnership mindset, ensuring your investment drives meaningful results for your institution."



Liz Murphy
CEO

By: James R. McKee

Name James R. McKee WK

Date 8/13/2026 | 10:33 AM CDT

Building Your Happy Campus

Choose CampusWorks as your partner to bring transformative change to your campus with our complement of additional services.

OPTIMIZATION SOLUTIONS

Improve operation and efficiency within departments and across campus.

- ▶ Strategic Planning
- ▶ Process Reimagine and Redesign
- ▶ Advancement
- ▶ Shared Services
- ▶ Interim Leadership and Staff Augmentation
- ▶ Project Management

TECHNOLOGY SOLUTIONS

Build, integrate, and maintain the systems that keep you evolving—for learning and for business.

- ▶ Interim CIO and IT Staff Augmentation
- ▶ Assessment

ENTERPRISE SOLUTIONS

Maximize your enterprise and CRM systems with help to review and reevaluate.

- ▶ Readiness Assessment
- ▶ RFP Development
- ▶ Evaluation, Selection and Negotiation
- ▶ Implementation Services
- ▶ Data Migration

MANAGED SERVICES

Optimize campus IT with scalable, expert-managed solutions for operational excellence.

- ▶ IT Managed Services
- ▶ Application Managed Services
- ▶ Functional/Department Managed Services



CampusLens

Is your data not making quite the impact it should? Put student success *in focus* with CampusWorks' CampusLens. Unlock game-changing insights with AI, predictive intelligence, and expert guidance in a cutting-edge solution that breaks down data silos and drives student success and institutional transformation—for real.

A smiling woman with long brown hair is holding a white mug. The mug has the text 'Happy Campus' in blue and a yellow speech bubble icon with a smiley face. The background is blurred, showing what appears to be a cafe or indoor setting with warm lighting. A large red diagonal shape is overlaid on the left side of the image.

Happy
Campus

Let's get Started!

Our goal is to offer nothing less than transformative solutions that impact campus ecosystems. That may mean being a catalyst, a mentor, an instigator, a fixer. If that sounds familiar, it should—because from time immemorial, that's what college and university faculty and staff are to their students. We get it, and we're here to help.

CAMPUSWORKS

campusworksinc.com

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.tam.us.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 PROVIDER'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.

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: jzimmermann@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

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.

JRM

The Texas A&M University System

DocuSigned by:

By Jeff Zimmermann
E2BE2924E69547F...
Jeff Zimmermann
Executive Director, Procurement

2/10/2023

Date

WJK

CampusWorks, Inc.

By Liz Murphy
Liz Murphy
Chief Executive Officer

February 9, 2023

Date