

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2026 – 23**

SUBJECT: APPROVAL OF PROPOSED CONTRACT NO. GF-2026-C-0019 FOR SOFTWARE-AS-A SERVICE (SAAS) BY AND BETWEEN ELLUCIAN COMPANY LLC AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA (“CONTRACT”)

WHEREAS, in accordance with the D.C. Official Code § 38-1202.01(a)(8), the Board of Trustees (“Board”) is charged with the responsibility of governing the University of the District of Columbia (“University”) and possesses all of the powers necessary or convenient to make contracts and procure and contract for goods and services; and

WHEREAS, pursuant to 8B DCMR §3000.4, specific approval of the President is required for contracts totaling two hundred fifty thousand dollars (\$250,000.00) or more; and

WHEREAS, pursuant to 8B DCMR § 205.4(e), specific authorization of the Board is required for any commitment greater than one million dollars (\$1,000,000.00) in a single fiscal year for certain University procurements; and

WHEREAS, in accordance with the D.C. Official Code § 1-204.51(b)(1), approval of the Council of the District of Columbia (“Council”) is required for all contracts involving expenditures in excess of one million dollars (\$1,000,000.00) during a twelve (12)-month period; and

WHEREAS, in accordance with the D.C. Official Code § 1-204.51(c)(3), Council approval is required for multiyear contracts; and

WHEREAS, Ellucian Company LLC and the University desire to enter into the proposed (“Contract”) for Software-as-a-Service (SaaS) for the University’s Banner Enterprise Resource Planning system for a five (5)-year period in the total amount of ten million, one hundred fifty-seven thousand, seven hundred forty-six dollars (\$10,157,746.00).

WHEREAS, the President has approved the Contract; and

WHEREAS, the Board is satisfied that the proposed Contract represents the proper culmination of the University’s due diligence process and represents the best value to the University.

NOW THEREFORE BE IT RESOLVED, that, subject to the required approval of the Council, the Board of Trustees approves the Contract and each the President and the University’s Chief Contracting Officer are authorized to execute the Contract in substantially the form attached hereto as **Attachment A**; and

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BE IT FURTHER RESOLVED, that as soon as practicable, the President is hereby directed to transmit the Contract to the Council for its approval.

Submitted by the Committee of the Whole:

July 28, 2026

Approved by the Board of Trustees:

July 28, 2026

A handwritten signature in blue ink that reads "Warner H. Session". The signature is written in a cursive style with a horizontal line underneath the name.

Warner H. Session
Chairperson of the Board

Contract: GF-2026-C-0019
Ellucian Company LLC.

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BY AND BETWEEN THE
UNIVERSITY OF THE DISTRICT OF COLUMBIA
AND ELLUCIAN COMPANY LLC.

This Contract No. GF-2026-C-0019 (“Contract”) is entered into by and between the University of the District of Columbia, 4200 Connecticut Ave., NW, Washington, D.C. 20008, (“University”) and ELLUCIAN COMPANY LLC., 4 Country View Rd, Malvern, PA, 19335-1408 (“Contractor”), subject to University’s Board of Trustees and the District of Columbia Council approval, effective upon the Term of Contract indicated below.

In consideration of the mutual promises and covenants contained hereinto be legally bound, the University and Contractor agree as follows:

1.0 ARTICLE I – SCOPE OF SERVICES / PERFORMANCE

- 1.1 Scope of Services.** To provide a strategic transition for vital Enterprise Resource Planning (ERP) infrastructure to a Software-as-a-Service (SaaS) environment as part of the Ellucian Student Lighthouse Program under a five (5)-year modernization contract with the University (the “Services”) all as more particularly described in Exhibit 1.

Services shall include: (1) Provision of Ellucian Licensed Software and supporting Professional Implementation Services, to include: provision of Ellucian Student, Ellucian Journey, Subscription Credits (Discount), Transitional Support Incentive (Discount), and Professional Implementation Services at a Fixed Fee; (2) Provision of software licensing and cloud-hosting services in support of the SaaS environment transition, to include: Transitioning Banner, Transitioning Scholarship Universe, Scholarship Universe Prepaid Credit (Discount), Terminating Software, and Managed Cloud Services; (3) University admittance into the Ellucian Student Lighthouse Program.

- 1.2** Contractor shall provide the Services indicated in Modernization Order Form, designated as Quote No. D22-BPC-279001-050726, pursuant to the documents indicated below:

- 1.2.1 Modernization Order Form designated as Quote No. D22-BPC-279001-050726 (attached as Exhibit 1)
- 1.2.2 Future Payment Schedule (attached as Exhibit 2)
- 1.2.3 Ellucian Lighthouse Program Guide (attached as Exhibit 3)
- 1.2.4 Ellucian Student Mod SOW 05.05.26 (attached as Exhibit 4)
- 1.2.5 Ellucian Lifelong Learning Product Specification Sheet (attached as Exhibit 5)
- 1.2.6 Ellucian Student Signature Product Specification Sheet (attached as Exhibit 6)
- 1.2.7 Ellucian Definitions (attached as Exhibit 7)

- 1.2.8 Ellucian Cloud Service Level Agreement (attached as Exhibit 8)
- 1.2.9 Ellucian Cloud Software Standards (attached as Exhibit 9)
- 1.2.10 Data Protection Agreement (“DPA”) (attached as Exhibit 10)
- 1.2.11 Ellucian Professional Services Terms and Conditions (attached as Exhibit 11)
- 1.2.12 Ellucian Maintenance Standards – Subscription Advantage Level (attached as Exhibit 12)
- 1.2.13 Standard Contract Provisions of the Government of the District of Columbia (March 2007 edition) (attached as Exhibit 13)

each attached hereto and incorporated by reference into this Contract.

- 1.3 Standard of Performance.** Contractor shall perform the Services specified under this Contract with that standard of care, skill, and diligence normally provided by a first class, professional organization in the performance of similar services provided to other universities, and to perform the Services in a timely manner as required by this Contract.
- 1.4 Professional Services and Additional Fees.** If, in the provision of the scope of Services, there is a need for Contractor to provide additional professional services or charge additional fees not included in the amount indicated in Subsection 3.2, then, prior to the provision of such services or prior to additional fees being charged, Contractor shall provide a quote for such for the Contract Administrator (CA) and Chief Contracting Officer (CCO)’s review. If the CCO approves, the CCO and Contractor shall execute a modification of this Contract or the CCO may issue a separate purchase order (PO) to pay for such services.

2.0 ARTICLE II – TERM / TERMINATION

- 2.1 Term of Contract.** The Contract period shall be for a five (5)-year period commencing on October 1, 2026 and ending on September 30, 2031 (the “Term”), unless terminated in accordance with the provisions of the Contract. All references in the exhibits to the automatic renewal of order forms, payment of fees for the use of software or services or maintenance beyond the term of this Contract are deleted.

2.2 Termination

The CCO may terminate this Contract for default or convenience pursuant to, and as further provided in, D.C.M.R. Title 8B §3061.

3.0 ARTICLE III – PAYMENTS

- 3.1 Fixed Fee.** This Contract is based on fees that are fixed for the term of the Contract. Any provisions in the exhibits indicating that the fees will increase after a certain

period of time during the Contract term ending are deleted.

3.2 PAYMENT SCHEDULE

Year One:

Newly Proposed Services		
Ellucian Student		\$791,923.00
Ellucian Journey		\$85,922.00
Subscription Credits (Discount)		- \$432,877.00
Transitional Support Incentive (Discount)		- \$350,100.00
Professional Services – Fixed Fee		\$1,051,356.00
Services Transitioned from Existing Contracts		
Transitioning Banner		\$437,207.00
Transitioning Scholarship Universe		\$43,836.00
Scholarship Universe Prepaid Credit (Discount)		- \$21,384.00
Terminating Software		\$97,305.00
Managed Cloud		\$559,920.00
	Total	\$2,263,108.00

Year Two:

Newly Proposed Services		
Ellucian Student		\$831,517.00
Ellucian Journey		\$90,218.00
Subscription Credits (Discount)		- \$223,036.00
Transitional Support Incentive (Discount)		- \$367,704.00
Professional Services – Fixed Fee		\$1,051,356.00
Services Transitioned from Existing Contracts		
Transitioning Banner		\$459,067.00
Transitioning Scholarship Universe		\$46,028.00
Scholarship Universe Prepaid Credit (Discount)		\$0.00
Terminating Software		\$104,116.00
Managed Cloud		\$587,916.00
	Total	\$2,579,478.00

Year Three:

Newly Proposed Services		
Ellucian Student		\$1,245,717.00
Ellucian Journey		\$94,729.00
Subscription Credits (Discount)		\$0.00
Transitional Support Incentive (Discount)		\$0.00
Professional Services – Fixed Fee		\$1,051,356.00

Services Transitioned from Existing Contracts		
Not Applicable		\$0.00
	Total	\$2,391,802.00

Year Four:

Newly Proposed Services		
Ellucian Student		\$1,326,563.00
Ellucian Journey		\$99,465.00
Subscription Credits (Discount)		\$0.00
Transitional Support Incentive (Discount)		\$0.00
Professional Services – Fixed Fee		\$0.00
Services Transitioned from Existing Contracts		
Not Applicable		\$0.00
	Total	\$1,426,028.00

Year Five:

Newly Proposed Services		
Ellucian Student		\$1,392,891.00
Ellucian Journey		\$104,439.00
Subscription Credits (Discount)		\$0.00
Transitional Support Incentive (Discount)		\$0.00
Professional Services – Fixed Fee		\$0.00
Services Transitioned from Existing Contracts		
Not Applicable		\$0.00
	Total	\$1,497,330.00

The total amount of the Contract is an amount not to exceed ten million one hundred fifty-seven thousand seven hundred forty-six dollars and zero cents (\$10,157,746.00).

The University will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, allowances or adjustments provided for in this Contract.

The University will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

Contractor shall coordinate payments and email copies of all invoices to the Accounts Payable at udcacctspay@udc.edu and the CA email address indicated below and concurrently deliver or mail the invoices to the following addresses:

University of the District of Columbia
Office of the Chief Financial Officer
4200 Connecticut Ave., NW

Building 39, Suite 200-B
Washington, D.C. 20008

Angela D. Wade
Director for Enterprise Applications
Office of Information Technology University of the District of Columbia
4250 Connecticut Ave., NW
Washington, DC 20008
Angela.wade@udc.edu

A detailed statement of its computation of services provided shall accompany each invoice, and Contractor shall furnish additional supporting documentation to the University upon request.

- 3.3 Anti-Deficiency.** The Parties acknowledge and agree that the University's obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent agreement entered into by the Parties pursuant to this Contract, are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§47-355.01 - 355.08 (2001), (iii) D.C. Official Code §47-105 (2001), and (iv) D.C. Official Code §1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

4.0 ARTICLE IV – PERSONNEL

4.1 Management and Staff

Contractor shall, at its sole cost and expense, employ its own Contractor personnel necessary for the performance of this Contract with the University. Contractor personnel's conduct and interaction with the University community, customers, and vendors shall be and remain consistent with the mission of the University. Contractor will make commercially reasonable efforts to maintain continuity of personnel performing Services through the Term. In the event that Contractor should ever need to remove/replace any personnel performing Services under this Contract, Contractor will provide Client with reasonable notice of such removal/replacement, to the extent within Contractor's reasonable control, for the purpose of training/educating the replacement personnel regarding the status of the work then-currently being performed.

Contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on the University's premises if applicable, all employees, agents and independent contractors of the Contractor

shall comply with all applicable University policies and procedures, to the extent that University has provided Contractor with written copies of such policies and procedures, and only to the extent applicable to Contractor and its employees, agents, and independent contractors in the performance of Contractor's obligations hereunder. University will have the right to request that Contractor remove and replace any Contractor personnel providing Services at University's facilities if, in the reasonable opinion of University, such Contractor personnel do not possess the skills and experience necessary to render the Services for which Contractor has provided such personnel, or for such other reasons as may be both lawful and appropriate. Contractor will then have ten (10) business days following such request to address and attempt to remedy the matter or otherwise resolve the matter with University. Following the aforementioned ten (10) business day period, if the matter has not been remedied or resolved to University's reasonable satisfaction, Contractor will work to replace the applicable personnel within a commercially reasonable period of time with personnel possessing the skills and experience necessary to render the Services for which Contractor has provided such personnel.

4.2 Employment of Workers. Contractor shall employ only workers for duties under this Contract that are eligible for such employment under applicable law (including, but not limited to U.S. immigration law). To the extent any Contractor personnel are performing Services on University's premises or campus location(s), Contractor agrees that such personnel are, to the best of Contractor's knowledge at the time in question, be: (i) eligible to legally work and accept employment in the United States; and (ii) free from any legal or contractual restraints (including employment agreements or non-competition agreements with other or former employers) prohibiting the work, or the exercise of skills, of the nature that they are engaged to provide University.

4.3 Presence on the University's Premises

Contractor agrees that all persons working for or on behalf of Contractor whose duties require their presence on the University's premises shall obey all rules and regulations that are established by the University and shall comply with the reasonable directions of the University's officers, employees, or agents, to the extent that University has provided Contractor with written copies of such rules and regulations, and only to the extent applicable to Contractor and its employees, agents, and independent contractors in the performance of Contractor's obligations hereunder. Contractor shall be responsible for the acts of its employees, contractors, and agents while on the University's premises and while they are acting in the employment of Contractor or under its authority. Accordingly, Contractor agrees to take all reasonable measures to prevent injury and loss to persons or property located on the University's premises. Contractor shall be responsible for all damage to persons or property caused by Contractor or any of its employees, contractors, or agents' negligent or intentional acts and omissions. Contractor shall promptly repair,

to the satisfaction of the University, any damage that it, or its employees, contractors or agents may cause as a result of negligent or intentional acts and omissions to the University's premises or equipment. On Contractor's failure to do so, the University may repair such damage and Contractor shall reimburse the University on demand for all costs relating to the repair. Contractor shall perform the services identified in this Contract without interfering in any way with the activities of the University's faculty, students, staff, tenants, or visitors.

Contractor shall verify that all subcontractors dealing with Contractor performing any work pursuant to this Contract have sufficient liability and workers' compensation insurance and shall obtain certificates evidencing such insurance. In addition, Contractor shall verify that all subcontractors dealing with Contractor performing any work pursuant to this Contract are properly licensed under the laws of the District of Columbia or any other applicable laws to do the work that such subcontractor is hired to complete. Finally, upon request, Contractor shall provide the University with a written list of all subcontractors who are performing work on the University's campus and such contractors must be approved in writing by the University prior to entering onto the University's campus. Such approval of subcontractors shall not be unreasonably withheld.

5.0 ARTICLE V – LIABILITY/INSURANCE

5.1 General Requirements. The Contractor shall procure and maintain, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CCO giving evidence of the required coverage prior to commencing performance under this Contract. In no event shall any work be performed until the required Certificate of Insurances signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CCO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CCO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the CCO with ten (10) days prior written notice in the event of non-payment of premium.

5.2 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CCO with respect to the services performed that it carries one million dollars (\$1,000,000) per occurrence limits; two million dollars (\$2,000,000) aggregate; Bodily Injury and Property Damage including, but not limited to:

premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The Commercial General Liability policy coverage shall include the University of the District of Columbia as an additional insured. The Contractor shall maintain Completed Operations coverage for seven (7) years following final acceptance of the work performed under this Contract.

- 5.3 Cyber and Liability Insurance.** The Contractor shall provide evidence satisfactory to the CCO of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, network security and technology errors and omissions. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage.
- 5.4 Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. The policy shall provide a one million (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
- 5.5 Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.
- 5.6 Employer's Liability Insurance.** The Contractor shall provide Employer's Liability Insurance as follows: five hundred thousand (\$500,000) per accident for injury; five hundred thousand (\$500,000) per employee for disease; and five hundred thousand (\$500,000) for policy disease limit.
- 5.7 Duration.** The Contractor shall carry all required insurance throughout the Term of this Contract and throughout the period in which Contractor is making available to the University the Software Support Services, Term Licenses, and Cloud Software Licenses specified, and thereafter shall carry the required General Liability, any required Professional Liability or Errors and Omissions, and any required Employment Practices Liability Insurance for seven (7) years following the expiration or termination of the Term.
- 5.8 Liability.** These are the required minimum insurance requirements established by

the University of the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

- 5.9 Contractor's Property.** The Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including, but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the University of the District of Columbia.
- 5.10 Measure of Payment.** The University shall not make any separate measure or payment for the cost of insurance. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- 5.11 Notification.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, cancelled or not renewed, and provide an updated certificate of insurance to the CCO.
- 5.12 Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:
- Stephanie Johnson, Chief Contracting and Procurement Officer
Office of Contracting and Procurement
University of the District of Columbia
4200 Connecticut Ave., NW
Building 39, Suite 200-C Washington,
D.C. 20008
- 5.13 Disclosures of Information.** The Contractor agrees that the University may disclose the name and contact information of its insurers to any third party which presents a claim against the University for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees or subcontractors in the performance of this Contract.
- 5.14 University Indemnification.** The University shall not be liable for any labor, services or materials furnished by Contractor, and no mechanic's or other liens for any such labor or materials shall attach to or affect the interest of the University in and to the property occupied by the University. All contracts relative to any labor or services shall, to the fullest extent permitted by applicable law, provide explicitly that the provider of all such labor or services waives any right to assert any mechanic's or materialman's claim or lien against the property occupied by the University of the District of Columbia.

5.15 Contractor's Indemnification. Contractor will defend, indemnify and hold the University, its trustees, officers, employees and agents harmless from and against any loss, cost and expense that the University incurs because of a claim that use of the Services infringes any United States patent or copyright of others. Contractor's obligations under this indemnifications are expressly conditioned on the following: (i) the University must promptly notify Contractor of any such claim; (ii) the University must in writing grant Contractor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if the University chooses to represent its own interests in any such action, the University may do so at its own expense, but such representation must not prejudice Contractor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) the University must cooperate with Contractor to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other software and third party hardware and software specified by Contractor in writing as necessary for use with the Services) from the use or combination of products provided by Contractor with items provided by the University or others. If any Service is, or in Contractor's opinion is likely to become, the subject of a United States patent or copyright infringement claim, then Contractor, at its sole option and expense, will either: (A) obtain for the University the right to continue using the Service under the terms of this Contract; (B) replace the Service with products that are substantially equivalent in function, or modify the Service so that it becomes non-infringing and substantially equivalent in function; or, if alternatives (A) and (B) are not reasonably available under the circumstances at the time, (C) refund to the University the portion of the license fee paid to Contractor for the Service giving rise to the infringement claim. THE FOREGOING IS CONTRACTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

5.16 Limited Liability of Contractor. Notwithstanding anything to the contrary contained in Section 15 of the Ellucian Cloud Software Standards (see Exhibit 9), and subject to the Enhanced Cap described below with respect to an Information Security Breach, Ellucian's cumulative liability in connection the Services or any other matter relating to this Contract shall not exceed \$1,000,000 per Contract year. In no event will Contractor be liable to University for any punitive, special, incidental, or consequential damages, or any lost business or lost profits, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not Contractor has been advised of the possibility of such damages. The limitations and exclusions in this Section 5.16 will also specifically survive a failure of essential purpose of any remedies that may be provided in this Contract.

Notwithstanding the above, with respect to Client Personal Data as defined in Exhibit 7, in the event of an "Information Security Breach" as defined in Exhibit 10, to the extent caused by Contractor's negligence or willful misconduct, Contractor

shall be responsible to pay for, or reimburse University for, the following, to the extent applicable, up to the Enhanced Cap specified below: (1) reasonable attorneys' fees incurred by Client in furtherance of Client's obligations with respect to the Security Breach; (2) the cost of notifying appropriate law enforcement agencies, government regulatory authorities and affected customers/students; and (3) two (2) years of credit monitoring services for Client's affected customers/students/faculty members/employees, provided by a reputable credit monitoring services provider. Notwithstanding anything to the contrary above, Contractor's cumulative liability for an Information Security Breach shall (instead of, and not in addition to, any other liability caps in this Section 5.16) not exceed \$1,000,000 per Contract year (the "Enhanced Cap").

6.0 ARTICLE VI – CHANGES

- 6.1** This Contract shall not be modified, altered, or changed except pursuant to Title 8B D.C.M.R. §3062. The CCO is the only person authorized to approve changes in any of the requirements of this Contract.

Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CCO.

In the event Contractor effects any changes at the instruction or request of any person other than the CCO, the change will be considered to have been made without authority.

6.2 Chief Contracting Officer.

The Chief Contracting Officer for the Contract shall be:

Stephanie Johnson, Chief Contracting and Procurement Officer
Office of Contracting and Procurement
University of the District of Columbia
4200 Connecticut Ave., NW
Building 39, Suite 200-C
Washington, D.C. 20008
Stephanie.Johnson6@udc.edu
Tel: (202) 274-5244

The Contract Administrator (CA) for the Contract shall be:

Angela D. Wade
Director for Enterprise Applications
Office of Information Technology

University of the District of Columbia
4250 Connecticut Ave., NW
Washington, DC 20008
Angela.wade@udc.edu
202-279-1871

The point of contact for contract issues for Contractor shall be:

ELLUCIAN COMPANY LLC
Attention: Ellucian Contracts Management
2003 Edmund Halley Dr.
Reston, V.A. 20191
contractsmanagement@ellucian.com
Tel: (800) 223-7036

Cc:

ELLUCIAN COMPANY LLC
Attention: Hussein Abubaker
2003 Edmund Halley Dr.
Reston, V.A. 20191
hussein.abubaker@ellucian.com
Tel: (703) 863-6480

- (a) The CCO shall designate a CA or Contracting Officer's Technical Representative ("COTR") for operational administrator for the Office of Contracting and Procurement.
- (b) The CA and COTR, if designated, shall be responsible for invoice review, day-to-day operational issues, arranging training sessions, and reporting problems to the COTR and Contractor representatives.
- (c) Neither the CA nor the COTR(s) are authorized or shall make any changes to the terms and conditions of this Contract.

The Contract Administrator / Contracting Officer's Technical Representative SHALL NOT have the authority to:

- (d) Award, agree to, or sign any contract, delivery order or task order. Only a Contracting Officer shall make contractual commitments or modifications;
- (e) Grant deviations from or waive any of the terms and conditions of the Contract;
- (f) Authorize the expenditure of funds by Contractor;
- (g) Change the period of performance;
- (h) Authorize the use of University property, except as specified under the Contract.

Contractor shall be fully responsible for any changes not authorized in advance, in writing, by a University of the District of Columbia Contracting Officer; and may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

6.3 Assignment. Neither party may assign any of its rights or obligations under this Contract without the prior written consent of the other party, except (a) Contractor may, without the prior written consent of University, assign: (i) to any subsidiary or affiliate of Contractor; (ii) to Contractor's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; or (iii) to any person or entity to which Contractor transfers any of its rights in the Software. For the avoidance of doubt, and without limitation, an "assignment" includes use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of University, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. Any assignment in violation of this Contract is void. This Contract shall be binding upon the successors, legal representatives and permitted assigns of the parties. This Contract is made for the exclusive benefit of the parties, and no benefit to any third party is intended.

6.4 Force Majeure. In the event that either party is unable, wholly or in part, to carry out its obligations under this Contract, by reason of acts of God or public enemy, wars, blockages, insurrections, civil disturbances, epidemics, landslides, lightning, earthquakes, fires storms, floods and washouts, and any other causes, whether of the kind enumerated herein or otherwise, not within the control of the party unable to perform, then the obligations of this Contract shall be suspended during the reasonable continuance of any inability so caused. Work stoppages shall not be considered "force majeure" for which obligations of this Contract may be suspended.

Each of the parties understands that the provision of software, cloud hosting, and maintenance services for the University of the District of Columbia is essential to the operation of the University, and to that end, in the event of the occurrence of an act of force majeure as set forth above, each party to this Contract shall diligently pursue the removal of the force majeure so as to resume the performance of this Contract as soon as possible after the act of force majeure so as to minimize the interference with the provisions set forth in this Contract.

6.5 Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

- 6.6 Publicity.** Contractor shall at all times obtain the prior written approval from the CCO before Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

Conflicts of Interest. Contractor affirms that to the best of its knowledge, there exists no actual or potential conflict of interest between Contractor business or financial interests and its services under this Contract, and in the event of change in either its private interests or services under this Contract, Contractor shall inform the University regarding possible conflicts of interest which may arise as a result of such change. Contractor also affirms that there exists no actual or potential conflict between the University's employees and Contractor.

- 6.7 Severability.** The presence in the text of this Contract of any clause, sentence, provision, paragraph, or article held to be invalid, illegal, or ineffective by a Court of competent jurisdiction shall not impair, invalidate, or nullify the remainder of this Contract. The effect of any such holding shall be confined to the portion so held invalid.

- 6.8 Governing Law.** This Contract shall be governed by and construed in accordance with the domestic laws of the District of Columbia. All disputes or litigation arising out of this Contract shall be brought in the Courts of the District of Columbia, which shall have exclusive jurisdiction.

- 6.9 Compliance with All Laws.** Contractor shall comply with all applicable laws, ordinances, rules, orders, and regulations of Federal, State and Municipal Governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to Contractor in its performance of the services contemplated in this Contract.

- 6.10 Entire Contract.** This Contract and the Exhibits attached hereto constitute and express the whole agreement of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof, all prior promises, undertakings, representations, contracts, understandings and arrangements relative thereto being herein merged. This Contract supersedes all prior statements and contracts, modifications and amendments with respect thereto.

Upon execution of this Contract, Contract PO-GF-2024-P-0001-NJH is terminated, and such services shall thereafter be awarded under Contract No.: GF-2026-C-0019 beginning October 1, 2026.

7.0 **ARTICLE VII – CONTRACT CLAUSES**

- 7.1 Applicability of Standard Contract Provisions.** The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of this Contract. To obtain a copy of the SCP contact the Contract Administrator, click on OCP “Forms” log onto the OCP website under “Forms” tab, under “General Forms & Documents”, is a link to “Standard Contract Provisions” or go to <https://www.udc.edu/procurement/forms/>.
- 7.2 Confidentiality of Information.** All information obtained by Contractor relating to any employee or customer of the University will be kept in absolute confidence and shall not be used by Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.
- 7.3 Confidentiality.** Contractor shall not publish or otherwise disclose, except to the University, any information or data obtained hereunder or disclosed in connection herewith, except with the prior written consent of the University or otherwise in accordance with applicable laws. The University shall not publish or otherwise disclose, except to Contractor, any information or data obtained hereunder or disclosed in connection herewith, except with the prior written consent of Contractor or as required by applicable law.
- 7.4 Time.** Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.
- 7.5 Other Contractors.** Contractor shall not commit or permit any act that will interfere with the performance of work by another University contractor or by any University employee.
- 7.6 Subcontracts.** Subcontracting to perform implementation services on behalf of Contractor is permitted under this Contract and subcontracting to perform any other service requires the prior written approval of the University. At any time during the term of the Contract, upon the University’s request, the Contractor will provide a list of any subcontractors engaged by the Contractor to perform services for the University on the Contractor’s behalf. Additionally, prior to engaging any new subcontractor to perform services for the University on the Contractor’s behalf, the Contractor shall provide the University a period of at least ten (10) business days to reasonably object to any such subcontractor. In the event the University provides any reasonable objection to a subcontractor, the Contractor shall use reasonable efforts to find an alternative solution. In the event the Contractor is unable to find an alternative solution, either the Contractor or the University may terminate the

Contract upon thirty (30) days written notice. Notwithstanding any such subcontract approved by the University, Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

7.7 RIGHTS IN DATA

- (a) **“Data,”** as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- (b) **“Technical Data,”** as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- (c) **“Computer Software,”** as used herein means computer programs and computer databases. **“Computer Programs,”** as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. **“Computer Programs”** include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer Programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- (d) **“Computer Databases,”** as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- (e) All data first produced based on the University's data in the performance of this Contract shall be the sole property of the University.

- 7.8 Data Protection.** Contractor shall protect Data and Technical Data, which includes educational records and other confidential information, in accordance with the Data Protection Law. In the event of an Information Security Breach, Contractor shall provide the University with a Breach Notification to the CCO, with a copy not constituting notice to the CA and:

Office of the General Counsel
University of the District of Columbia
4200 Connecticut Avenue, N.W.
Washington, DC 20008
Attn: General Counsel

Contractor agrees to cooperate in good faith to coordinate notices to those affected by the Information Security Breach, including, but not limited to permitting the University a reasonable opportunity to review and comment on the notification being sent, follow the procedures of the DPA and follow the requirements of applicable laws to mitigate and respond to the Information Security Breach. The capitalized terms in this subsection, not defined in the Contract, are defined in the DPA.

- 7.9 Notice.** Notices required or permitted by this Contract shall be deemed given when received if sent by recognized overnight courier or first-class mail, or postage prepaid to the following address, or such other address as the party may specify by notice:

To the University:

Stephanie Johnson, Chief Contracting and Procurement Officer
Office of Contracting and Procurement
University of the District of Columbia
4200 Connecticut Ave., NW
Building 39, Suite 200-C
Washington, D.C. 20008

with a copy not constituting notice to:

Office of the General Counsel
University of the District of Columbia
4200 Connecticut Ave., NW
Washington, D.C. 20008
Attn: General Counsel

To Contractor:

Ellucian Company LLC
2003 Edmund Halley Dr., Suite 500
Reston, V.A. 20191
ATTN: Legal Department

with a copy not constituting notice to:

Ellucian Company LLC
4 Country View Road
Malvern, PA 19355
ATTN: James D. Bennett, Chief Legal Officer

8.0 ARTICLE VIII – ORDER OF PRECEDENCE

In the event of any conflict between or among this Contract and any of the documents attached hereto as Exhibits, the conflict shall be resolved by precedence to the documents in the following order:

- i. An applicable Court Order, if any
- ii. This Contract document (Contract No. GF-2026-C-0019) (Client Contract)
- iii. Exhibit 13– Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts March 2007
- iv. All other Exhibits indicated in Subsection 1.2
- v. Purchase Order

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Contract act to be executed by their duly authorized representatives and is effective as of the last date of signature below.

ELLUCIAN COMPANY LLC

Matt Fell

Authorized Signature: _____

Signer's Printed Name: Matt Fell

Title: VP, CAO

Date: 07-08-2026

UNIVERSITY OF THE DISTRICT OF COLUMBIA

Authorized Signature: _____

Signer's Printed Name: _____

Title: _____

Date: _____

MODERNIZATION ORDER FORM

This Order Form is between **ELLUCIAN COMPANY LLC** ("Ellucian") and University of the District of Columbia (the "Client"). This Order Form amends the underlying agreement dated July 21, 2009 ("Contract DCTO-2009-C-0121"), by and between the parties, as amended by the License Exchange and Enhancements Amendment dated November 1, 2019 (the "Amendment"), related to the licensing software, providing professional service and/or providing software support services or maintenance, collectively referred to as the "Agreement". Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Pursuant to this Order Form, Client shall:

- (a) transition from its use of certain Software that Client has previously licensed from Ellucian (as identified in the **Transitioning Software Table** below (the "**Transitioning Software**") in consideration for a license to use certain other Software (as identified in the **Cloud Software Table** below) on a term-of-years, Ellucian cloud-provided basis (the "**Cloud Software**"); and
- (b) terminate its use of certain Software and related hosting services that Client previously licensed or obtained from Ellucian as identified in the **Terminating Software Table** (the "**Terminating Software**") and the **Terminating Managed Cloud Table** (the "**Terminating Managed Cloud**").

Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

Term. The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in this Order Form) is the "Initial Term." Following the Initial Term, unless the parties have negotiated a new agreement or an extension of or modification to the terms hereof for continued services beyond the Expiration Date, Ellucian shall be under no obligation to continue to provide services for the Software identified herein (and therefore Client shall have no prospective (new) liability for payment for such services) post-Expiration Date. If the parties negotiate an extension of or modification to the terms hereof for continued services in accordance with the preceding, then the Initial Term combined with any such extension is referred to herein as the "Term."

Transition from Transitioning Software to Cloud Software. Commencing on the Beginning Date applicable to the Ellucian Student Signature SaaS Cloud Software under this Order Form (hereinafter, "ERP Cloud Software"), Client will transition from its use of the Transitioning Software to use of the ERP Cloud Software. For the avoidance of doubt, Client has a continuing license to use the Transitioning Software in accordance with the terms and conditions contained in the Agreement during the Transition Period, as defined herein, conditioned upon Client's payment of fees for such Transitioning Software as provided herein. Client's license to use the Transitioning Software and Client's obligation to pay fees for same will terminate on the Transition Period End Date (as defined below). For the avoidance of doubt, if the Transition Period End Date has not occurred by the Transition Fee End Date (as specified below in the Transitioning Software Table), Ellucian's obligation to provide and Client's obligation to pay fees for the Transitioning Software will automatically renew and extend through the Transition Period End Date (only) subject to Ellucian's then-current annual escalation.

CLOUD SOFTWARE TABLE		
Description ^{1,2}	Beginning Date	Expiration Date
Ellucian Student Signature (Advanced Administration)	October 1, 2026	September 30, 2031
Ellucian HCM and Finance (Advanced Administration)		
Ellucian Lifelong Learning		

PAYMENT SUMMARY FOR CLOUD SOFTWARE	
TOTAL (for Contract Year ending September 30, 2027)	\$877,845 ^{3,4}
TOTAL (for Contract Year ending September 30, 2028)	\$921,735 ^{4,5}
TOTAL (for Contract Year ending September 30, 2029)	\$1,340,446
TOTAL (for Contract Year ending September 30, 2030)	\$1,426,028
TOTAL (for Contract Year ending September 30, 2031)	\$1,497,329

Notes to Cloud Software Table:

¹ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.

² Pricing in this Order Form allows for up to a tier threshold of 3,499 (the "Contracted FTE"). The annual fees shown in the Cloud Software Table do not include implementation/setup services.

³ Ellucian will issue a one-time credit in the amount of \$432,877 to be applied to Client's account for use towards the initial partial Contract Year Cloud Software subscription fees for the period from October 1, 2026, through September 30, 2027. Ellucian's obligation to provide credit(s) under this Order Form is conditioned on an Execution Date on or before September 30, 2026 and is further conditioned on Client remaining current on all fees payable to Ellucian under the Agreement; for the avoidance of doubt, any one-time credits issued under this Order Form may only be applied to the subscription fees described herein and may not be applied to any other fees for software, services, or subscription agreement(s) between the parties.

⁴ Ellucian will issue additional one-time credits as follows: in the amount of \$350,100 for the period from October 1, 2026, through September 30, 2027, and in the amount of \$223,036 for the period from October 1, 2027, through September 30, 2028.

⁵ Ellucian will issue the following rolling credits in the amount of \$30,642 per month for the period from October 1, 2027, through the earlier of September 30, 2028, or Client's live production use of the ERP Cloud Software. Any monthly rolling credits issued under this Order Form may be applied at Client's discretion to one of the following: (i) any fees due under this Order Form; or (ii) any other fees for software, services or subscription agreement(s) between the parties.

Professional Services. Ellucian agrees to provide Client with the Professional Services identified in the Professional Services Table below (the "Services"), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form. Where a number of hours is specified within this Order Form for Ellucian's delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours of services required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services. In performing its obligations with respect to services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

PROFESSIONAL SERVICES TABLE			
Description ^{1,2,3}	Hours	Rate	Fee
Ellucian Student Advanced Administration Signature Modernization	Fixed Fee	Fixed Fee	Included
Ellucian Student - Project Manager - Advanced Administration	Fixed Fee	Fixed Fee	\$415,147
Ellucian Student - Change Management - Advanced Administration	Fixed Fee	Fixed Fee	\$80,721

Ellucian Student - Solution Architect - Advanced Administration	Fixed Fee	Fixed Fee	\$115,316
Ellucian Student - Testing Lead - Advanced Administration	Fixed Fee	Fixed Fee	\$172,974
Ellucian Student - Technical Architect - Advanced Administration	Fixed Fee	Fixed Fee	\$86,487
Ellucian Student - Identity Management Tactical Planning - Advanced Administration	Fixed Fee	Fixed Fee	\$29,117
Ellucian Student - SaaS Reporting Assessment and Strategic Plan - Advanced Administration	Fixed Fee	Fixed Fee	\$49,009
Ellucian Student - SaaS Extensibility Consulting - Advanced Administration	Fixed Fee	Fixed Fee	\$288,290
Ellucian - Application Management Implementation - Advanced Administration	Fixed Fee	Fixed Fee	\$22,487
Ellucian Student - Data Governance - Advanced Administration	Fixed Fee	Fixed Fee	\$38,919
Ellucian Student Signature - Ethos Services - Advanced Administration	Fixed Fee	Fixed Fee	\$201,226
Ellucian Student - Ellucian Intelligent Learning Platform Services - Advanced Administration	Fixed Fee	Fixed Fee	\$10,090
Ethos User Provisioning Setup and Configuration - Advanced Administration	Fixed Fee	Fixed Fee	\$23,063
Ellucian Student - Insights ERP Implementation - Advanced Administration	Fixed Fee	Fixed Fee	\$145,010
Ellucian Student - Extensibility Development Package - Advanced Administration	Fixed Fee	Fixed Fee	\$172,974
Ellucian Student Signature - Technical Consulting - Advanced Administration	Fixed Fee	Fixed Fee	\$14,703
Ellucian Student Signature - Functional Consulting - Advanced Administration	Fixed Fee	Fixed Fee	\$261,191
Ellucian Student Signature- Sprint 0 - Advanced Administration	Fixed Fee	Fixed Fee	\$103,784
Ellucian Student - Ellucian Smart Planning & Integration Implementation - Advanced Administration	Fixed Fee	Fixed Fee	\$163,172
Ellucian Student Signature - Post Go Live - Advanced Administration	Fixed Fee	Fixed Fee	\$68,325
Lifelong Learning Implementation	Fixed Fee	Fixed Fee	\$66,508
Experience Setup and Configuration for Journey	Fixed Fee	Fixed Fee	\$12,443
Data Connect Integrations for Journey	Fixed Fee	Fixed Fee	\$7,110
Banner Student Consulting Services for Custom Integration Development	Fixed Fee	Fixed Fee	\$23,351
Banner Financial Aid Consulting Services for Custom Integration Development	Fixed Fee	Fixed Fee	\$15,568
Banner Reporting Consulting Services	Fixed Fee	Fixed Fee	\$11,532
Ellucian Regulatory Manager	Fixed Fee	Fixed Fee	\$28,829
Ethos Connected Partner Support	Fixed Fee	Fixed Fee	\$82,163
Extensibility Development	Fixed Fee	Fixed Fee	\$180,692

Extensibility Development Offshore	Fixed Fee	Fixed Fee	\$134,696
Productized Integration Implementation	Fixed Fee	Fixed Fee	\$41,514
Productized Integration Implementation Offshore	Fixed Fee	Fixed Fee	\$13,777
Evisions IntellectCheck Payroll Single Check Build	Fixed Fee	Fixed Fee	\$6,560
Evisions FormFusion Template Development and Consulting	Fixed Fee	Fixed Fee	\$6,370
Evisions IntellectCheck Accounts Payable Single Check Build	Fixed Fee	Fixed Fee	\$6,560
Enterprise Job Schedule - Student	Fixed Fee	Fixed Fee	\$4,770
Enterprise Job Schedule - Financial Aid	Fixed Fee	Fixed Fee	\$22,790
Enterprise Job Schedule - Accounts Receivable	Fixed Fee	Fixed Fee	\$5,300
Enterprise Job Schedule - Finance	Fixed Fee	Fixed Fee	\$5,618
Banner SaaS Pass ⁴	Fixed Fee	Fixed Fee	\$15,912
TOTAL PROFESSIONAL SERVICES FEES:			\$3,154,068

Notes to Professional Services Table:

¹ For a description of the services identified in this Order Form, see the Statement of Work attached hereto and incorporated by this reference.

² For a description of the terms and conditions applicable to Professional Services attached hereto and incorporated by this reference.

³ The fees for the fixed fee services identified in the table above covers Ellucian's delivery of such services over a period of up to twenty-four (24) months following the Beginning Date applicable to ERP Cloud Software (the "Delivery Period"). In the event that the fixed fee services are not completed by the end of the Delivery Period, through no fault of Ellucian, additional monthly fees of not more than seven percent (7%) of the total for the fixed fee services package will apply beginning on the first day of the third month following the Delivery Period and will continue, on a monthly basis, until such time as Client is in live, production use of the ERP Cloud Software. The total payable for fixed fees will be invoiced monthly as provided below.

⁴ With respect to Banner SaaS Pass as identified in the table above, for a period of only two (2) years commencing on the Beginning Date applicable to ERP Cloud Software, Ellucian will provide Client with a set number of seats and access to certain pre-determined public classes as further described in the Ellucian Instructor Led Training ("ILT") product specification sheet available at www.ellucian.com/contracts-and-documentation.

Fees for Transitioning Software during Transition Period. This Order Form does not change Client's obligation to pay subscription fees for the Transitioning Software during the period of Client's transition from the Transitioning Software to Client's live, production use of the ERP Cloud Software (the "Transition Period"). In this regard, Client must provide Ellucian with at least thirty (30) days prior written notice of its intent to use the ERP Cloud Software in a live, production environment, signifying the end of the Transition Period. Upon receipt of such written notice from the Client, Ellucian shall terminate Client's license to use Transitioning Software (only), effective on the first day of the next month following the end of such thirty (30) day notice period (the "Transition Period End Date"). Thereafter, Ellucian shall be under no obligation to provide Client a license to use (and Client shall have no further obligation to pay for) the Transitioning Software. Credits for any prepaid subscription fees for Transitioning Software that are applicable to any period beyond the Transition Period End Date, if any, Client will receive a credit against the amount of such prepaid subscription fees for Transitioning Software and will be applied against the subscription fees payable for ERP Cloud Software due under this Order Form.

Customizations and Modifications to the Transitioning Software. Client acknowledges that it may need to adapt processes and software solutions for any customizations and modifications that will not be available through the ERP Cloud Software. In addition, in order to use the ERP Cloud Software, all integrations between the ERP Cloud Software and other software solutions must be supported by Ellucian for an ERP Cloud Software deployment.

TRANSITIONING SOFTWARE TABLE ONE: ^{1,2,4}					
Description	Maintenance Level	Entitlement Type	Payment Type	Beginning Date	Expiration Date

Banner Modernization (Includes Student/Financial Aid/Finance/HR, Experience, ODT, Workflow Enterprise, and ILP))	Subscription Advantage	Subscription	Advance	October 1, 2026	September 30, 2028
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PAYMENT SUMMARY FOR TRANSITIONING SOFTWARE TABLE ONE	
TOTAL (for Contract Year ending September 30, 2027)	\$437,207
TOTAL (for Contract Year ending September 30, 2028)	\$459,067

TRANSITIONING SOFTWARE TABLE TWO: ^{1,2,4}					
Description	Maintenance Level	Entitlement Type	Payment Type	Beginning Date	Expiration Date
Student Financial Success Scholarship Universe with Campus Metrics	Subscription Advantage	Subscription	Advance	October 1, 2026	September 30, 2028

PAYMENT SUMMARY FOR TRANSITIONING SOFTWARE TABLE TWO	
TOTAL (for Contract Year ending September 30, 2027)	\$43,836 ³
TOTAL (for Contract Year ending September 30, 2028)	\$46,028

Notes to Transitioning Software Tables One and Two:

¹ Transition Fee End Date: September 30, 2028.

² The software identified will be made accessible to Client on an Ellucian cloud-provided basis pursuant to the Service Configuration and System Inventory incorporated into this Order Form as Schedule A, Attachment 1 of this Order Form.

³ Ellucian will issue a one-time credit in the amount of \$21,384 for the period starting October 1, 2026, through March 31, 2027, for prepayment of fees for Student Finance Success Scholarship Universe with Campus Metrics.

⁴ For the avoidance of doubt, the Transition Software identified in the tables above are currently awarded under Contract No. PO-GF-2024-P-0001-NJH. Upon execution of Contract No. GF-2026-C-0019, Contract No. PO-GF-2024-P-0001-NJH shall be cancelled, and such Transitioning Software shall thereafter be awarded under Contract No. GF-2026-C-0019 beginning October 1, 2026.

Terminating Managed Cloud Fees during Transition Period. Client's obligation to pay fees for Terminating Managed Cloud under the parties existing underlying managed cloud agreement shall continue during the Transition Period through the Transition Period End Date. Effective on the Transition Period End Date, Ellucian shall be under no obligation to provide Client with (and Client shall have no further obligation to pay for) Terminating Managed Cloud. Credits for any prepaid fees for Terminating Managed Cloud that are applicable to any period beyond the Transition Period End Date, if any, Client will receive a credit against the amount of such prepaid fees for Terminating Managed Cloud and will be applied against the subscription fees payable for ERP Cloud Software due under this Order Form. For the avoidance of doubt, if the Transition Period End Date has not occurred by the Transition Fee End Date (specified above in the Transitioning Software Table), Ellucian's obligation to provide and Client's obligation to pay fees for the Terminating Managed Cloud will extend through the Transition Period End Date (only) subject to Ellucian's then-current annual escalation.

TERMINATING MANAGED CLOUD TABLE				
Description ^{1,2}	Payment Type	Beginning Date	Expiration Date	
Managed Cloud (as more particularly identified in Contract No. PO-GF-2024-P- 0001-NJH)	Advance	October 1, 2026	September 30, 2028	
TOTAL (for Contract Year ending September 30, 2027)			\$559,920	
TOTAL (for Contract Year ending September 30, 2028)			\$587,916	

Notes to Terminating Managed Cloud Table:

¹ With respect to the Terminating Managed Cloud fees identified in the table above, the Service Configuration and System Inventory incorporated into this Order Form as Schedule A, Attachment 1 of this Order Form.

² For the avoidance of doubt, the Terminating Managed Cloud services identified in the table above are currently awarded under Contract No. PO-GF-2024-P-0001-NJH. Upon execution of Contract No. GF-2026-C-0019, Contract No. PO-GF-2024-P-0001-NJH shall be cancelled, and such services shall thereafter be awarded under Contract No. GF-2026-C-0019 beginning October 1, 2026.

Software Support Services Fees for Terminating Software. Except as modified by this Order Form, Client will continue to pay Ellucian Software Support Services fees for the Terminating Software as provided in the parties' existing underlying maintenance agreement. The parties hereby amend, renew, and extend Software Support Services for the Terminating Software identified below for a term commencing on the Beginning Date through the Expiration Date, each as specified in the table(s) below (the "Extended Maintenance Term"). During the Extended Maintenance Term applicable to the Terminating Software identified below, Ellucian will continue to provide Software Support Services (including Maintenance) on the Terminating Software in accordance with the terms and conditions of the Agreement and Client will pay the fees specified in the table(s) below annually, on the basis of a Contract Year. Absent any further amendment or extension with respect to continuing Software Support Services for Terminating Software beyond the Extended Maintenance Term, Software Support Services fees for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase at Ellucian's then-current rates.

For a description of the Maintenance Standards applicable to Software Support Services for the Terminating Software identified below, see the Ellucian Maintenance Standards attached hereto and incorporated by this reference.

TERMINATING SOFTWARE TABLE: ¹				
Description	Maintenance Level	Payment Type	Beginning Date	Expiration Date
Banner ePrint Site License	Advantage Plus	Advance	October 1, 2026	September 30, 2028
Automic Windows Std Pkg of 2 Automation Engines 2 Agents 1 Banner Agent and GAP	Advantage Plus	Advance	October 1, 2026	September 30, 2028
Banner Document Management Integration Component	Advantage Plus	Advance	October 1, 2026	September 30, 2028
OpenText ApplicationXtender Desktop	Advantage Plus	Advance	October 1, 2026	September 30, 2028
OpenText ApplicationXtender Package	Advantage Plus	Advance	October 1, 2026	September 30, 2028
OpenText ApplicationXtender Test Bundle	Advantage Plus	Advance	October 1, 2026	September 30, 2028
OpenText ApplicationXtender Web Access .NET	Advantage Plus	Advance	October 1, 2026	September 30, 2028
Banner Integration for eProcurement	Advantage Plus	Advance	October 1, 2026	September 30, 2028
Cross Product Advantage Plus Support Upgrade	Advantage Plus	Advance	October 1, 2026	September 30, 2028
Electronic Data Interchange EDISmart	Advantage Plus	Advance	October 1, 2026	September 30, 2028
TOTAL (for Contract Year ending September 30, 2027)				\$97,305
TOTAL (for Contract Year ending September 30, 2028)				\$104,116

Notes to Terminating Software Table:

¹ For the avoidance of doubt, the Terminating Software identified in the table above are currently awarded under Contract No. PO-GF-2024-P-0001-NJH. Upon execution of Contract No. GF-2026-C-0019, Contract No. PO-GF-2024-P-0001-NJH shall be cancelled, and such Transitioning Software shall thereafter be awarded under Contract No. GF-2026-C-0019 beginning October 1, 2026.

Lighthouse Program. The Client has been determined to be eligible to participate in the Ellucian Student Lighthouse Program (the "Lighthouse Program"), as further described in the Ellucian Student Lighthouse Program Addendum, attached hereto. The Lighthouse Program is designed and implemented exclusively by Ellucian.

Ceiling Amount. The total fees payable under this Agreement shall not exceed \$10,157,746 without the prior written agreement of the parties.

Invoicing and Payment Term. Ellucian will submit monthly invoices in accordance with the Payment Schedule (the "Payment Scheduled") attached as Attachment 2. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s). For the avoidance of doubt, the amounts due hereunder are in addition to and not in lieu of all other amounts payable under the Agreement and any amendment(s) thereto or any other order forms between the parties.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by this 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. Client has not relied on the availability of either any future version of any software or any future software product or service.

Ellucian	Client
By: <i>Matt Fell</i>	By:
<i>Authorized Signature</i>	<i>Authorized Signature</i>
Name: Matt Fell	Name:
<i>Printed</i>	<i>Printed</i>
Title: VP, CAO	Title:
Date: 07-08-2026	Date:

The later 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 September 30, 2026.

<u>Client Accounts Payable Contact Information:</u>	<u>Client Cloud Software Provisioning Contact Information:</u>
Name:	Name:
Address:	Title:
City, State, Zip:	Email:
Email Address:	Client Shortname:
PO# (if applicable)	(12 character maximum)

Schedule A to Exhibit 1

Service Configuration and System Inventory

Customer	University of the District of Columbia	
Contracted FTE	3499 FTE	
Allotted Registration Concurrency	500	
Application Inventory		
Core ERP Application:	Production Instance	Non-Production Instance
Description	Count	Count
Banner ERP Base (Database, JobSub, Banner Self-Service, Banner 9 Applications, BEP, BEIS, ESM, Payment Gateway Interface, Site to Site VPN, Ethos API Framework)	1	1
Additional Non-Production Instances	N/A	3
Reporting Database (Clone of Production Banner Database)	1	N/A
Product Components:	Production Instance(s)	Non-Production Instance(s)
Description	Count	Count
Ellucian DegreeWorks	1	1
Ellucian Degree Works Transfer Equivalency	1	1
Evisions Argos	1	1
Evisions FormFusion	1	1
Evisions IntelleCheck	1	1
Banner Enterprise Job Scheduler By Automic	1	1
Banner Document Management (2TB)	1	1
Ellucian Cloud Peering Service (Tier 1)	1	1
Banner Workflow	1	1
Banner Integration for eProcurement	1	1
Banner eInvoice	1	1
Runner EDQ CLEAN Address	1	1
Baseline Integrations		

Attachment 1

Function	Path	Protocol
Upload or Download of data	Internet, Site to Site VPN, Cloud Peer	Secure File Transfer
System Printing from ERP	Site to Site VPN, Cloud Peer	UNIX Print
Directory Authentication*	Site to Site VPN, Cloud Peer	Secure LDAP
Integrations through Ellucian standard web services APIs	Internet, Site to Site VPN, Cloud Peer	HTTP/Secure HTTP
Jaggaer Custom Integration (Professional Services)		
*Authentication is based on the Client's directory.		

Validation of 3rd Party Licenses		
Quantity	Description	Provided by
9	Oracle Database Enterprise Edition	University of the District of Columbia
9	Oracle Diagnostic and Tuning Pack	University of the District of Columbia
2	Oracle iAS (Web Logic)	University of the District of Columbia
2	Oracle Programmer License	University of the District of Columbia
1	Secure Socket Layer (SSL) / Transport Layer Security (TLS) Certificate	Ellucian

Payment Schedule

	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31
October	\$1,299,365	\$1,615,735	\$1,428,059	\$1,426,028	\$1,497,330
November	\$87,613	\$87,613	\$87,613	\$ -	\$ -
December	\$87,613	\$87,613	\$87,613	\$ -	\$ -
January	\$87,613	\$87,613	\$87,613	\$ -	\$ -
February	\$87,613	\$87,613	\$87,613	\$ -	\$ -
March	\$87,613	\$87,613	\$87,613	\$ -	\$ -
April	\$87,613	\$87,613	\$87,613	\$ -	\$ -
May	\$87,613	\$87,613	\$87,613	\$ -	\$ -
June	\$87,613	\$87,613	\$87,613	\$ -	\$ -
July	\$87,613	\$87,613	\$87,613	\$ -	\$ -
August	\$87,613	\$87,613	\$87,613	\$ -	\$ -
September	\$87,613	\$87,613	\$87,613	\$ -	\$ -
TOTAL	\$2,263,108	\$2,579,478	\$2,391,802	\$ 1,426,028	\$ 1,497,330

Future Payment Schedule

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Newly Proposed Services						
Ellucian Student	\$791,923	\$831,517	\$1,245,717	\$1,326,563	\$1,392,891	\$5,588,611
Ellucian Journey	\$85,922	\$90,218	\$94,729	\$99,465	\$104,439	\$474,773
Subscription Credits	(\$432,877)	(\$223,036)				(\$655,913)
Transitional Support Incentive	(\$350,100)	(\$367,704)				(\$717,804)
Professional Services - Fixed Fee	\$1,051,356	\$1,051,356	\$1,051,356			\$3,154,068
Total	\$1,146,224	\$1,382,351	\$2,391,802	\$1,426,028	\$1,497,330	\$7,843,735
Services currently provided under Existing Contracts						
Transitioning Banner	\$437,207	\$459,067				\$896,274
Transitioning Scholarship Universe	\$43,836	\$46,028				\$89,864
Scholarship Universe Prepaid Credit	(\$21,384)					(\$21,384)
Terminating Software	\$97,305	\$104,116				\$201,421
Managed Cloud	\$559,920	\$587,916				\$1,147,836
Total	\$1,116,884	\$1,197,127	\$0	\$0	\$0	\$2,314,011
Total Combined	\$2,263,108	\$2,579,478	\$2,391,802	\$1,426,028	\$1,497,330	\$10,157,746

Summary by Period	Total
10/1/26-9/30/27	\$2,263,108
10/1/27-9/30/28	\$2,579,478
10/1/28-9/30/29	\$2,391,802
10/1/29-9/30/30	\$1,426,028
10/1/30-9/30/31	\$1,497,330
Total Future Payments	\$10,157,746

Future Payment Schedule

Month	Year 1					
	1	2	3	4	5	6
	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027
Newly Proposed Services						
Ellucian Student	\$791,923					
Ellucian Journey	\$85,922					
Subscription Credits	(\$432,877)					
Transitional Support Incentive	(\$350,100)					
Professional Services - Fixed Fee	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613
Services provided under Existing Contracts						
Transitioning Banner	\$437,207					
Transitioning Scholarship Universe	\$43,836					
Scholarship Universe Prepaid Credit	(\$21,384)					
Terminating Software	\$97,305					
Managed Cloud	\$559,920					
Total	\$1,299,365	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613

Total Professional Services Per Period

Notes:

Ellucian Student and Ellucian Journey fees will be due October 1 of each subsequent year.

Summary by Period	Total	
10/1/26-9/30/27	\$2,263,108	Year 1
10/1/27-9/30/28	\$2,579,478	Year 2
10/1/28-9/30/29	\$2,391,802	Year 3
10/1/29-9/30/30	\$1,426,028	Year 4
10/1/30-9/30/31	\$1,497,330	Year 5
Total Future Payments	\$ 10,157,746.00	

						Year 2			
7	8	9	10	11	12	13	14	15	16
4/1/2027	5/1/2027	6/1/2027	7/1/2027	8/1/2027	9/1/2027	10/1/2027	11/1/2027	12/1/2027	1/1/2028
						\$831,517			
						\$90,218			
						(\$223,036)			
						(\$367,704)			
\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613
						\$459,067			
						\$46,028			
						\$104,116			
						\$587,916			
\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$1,615,735	\$87,613	\$87,613	\$87,613
						\$1,051,356			

								Year 3		
17	18	19	20	21	22	23	24	25	26	27
2/1/2028	3/1/2028	4/1/2028	5/1/2028	6/1/2028	7/1/2028	8/1/2028	9/1/2028	10/1/2028	11/1/2028	12/1/2028
								\$1,245,717		
								\$94,729		
\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613
\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$1,428,059	\$87,613	\$87,613
								\$1,051,356		

28	29	30	31	32	33	34	35	36	
1/1/2029	2/1/2029	3/1/2029	4/1/2029	5/1/2029	6/1/2029	7/1/2029	8/1/2029	9/1/2029	5 Month Total
									\$2,869,157
									\$270,869
									(\$655,913)
									(\$717,804)
\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$3,154,068
									\$896,274
									\$89,864
									(\$21,384)
									\$201,421
									\$1,147,836
\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$87,613	\$7,234,388
									\$1,051,356

Year 4

Year 5

10/1/2029	10/1/2030	Contract Term Total
\$1,326,563	\$1,392,891	\$5,588,611
\$99,465	\$104,439	\$474,773
		(\$655,913)
		(\$717,804)
		\$3,154,068
		\$896,274
		\$89,864
		(\$21,384)
		\$201,421
		\$1,147,836
\$1,426,028	\$1,497,330	\$10,157,746

\$3,154,068



ELLUCIAN STUDENT LIGHTHOUSE PROGRAM ADDENDUM

1. What is the Ellucian Student Lighthouse Program?

A curated group of institutions selected for early adoption of Ellucian Student, gaining first access and the opportunity to shape product and delivery in exchange for active feedback and reference participation.

1.1. Purpose of the Program

- Validate the strategy and product-market fit for Ellucian Student
- Refine our capability-aligned delivery approach prior to scale
- Accelerate roadmap maturity through structured customer feedback
- Develop credible references and ROI/TCO proof points
- Reward our early adopters seeking latest higher education innovations
- Celebrate customer successes and important milestones

1.2. Program Duration

The program will last for a duration of 12-24 months, depending on customer's complexity and starting point (existing product adoption, ERP deployment – On Premise, SaaS or Managed Cloud).

1.3. Guiding Principles

- Partnership and transparency
- Early access in exchange for structured collaboration (to be detailed in later sections)
- “Learn fast, refine fast”

1.4. Program Objectives

For Customers:

- Early access to latest innovation (AI, agentic capabilities, modern UX, etc.)
- Executive-level engagement with Ellucian leadership
- Differentiation as a transformation leader in higher ed
- Provide product and roadmap feedback and influence, in exchange for tangible incentives
- Increased support from Ellucian with a more hands-on implementation process
- Increased brand awareness with accompanying marketing activities

For Ellucian:

- Validate our delivery approach (new Professional Services Capability model), accelerate time-to-value to de-risk adoption of Student
- Observe and track defined feature adoption/usage benchmarks
- Gather structured product feedback
- Validate product-market fit across tiers (Essentials and Signature)
- Generate high-quality, referenceable customers
- Develop a clear value story for our customers

2. Program Expectations

2.1. Customer Eligibility and Selection Criteria

- Strong executive sponsorship (C-Suite, specifically CIO, engagement)
- Change-ready organization with active support program
- Willingness to implement outside standard renewal cycles (if already SaaS)
- Ability to dedicate SMEs and appropriate leadership
- Committed to adopting Ellucian prescriptive business processes and standardized configuration
- Openness to participation in public marketing activities

2.2. Required Customer Roles and Responsibilities (these do not have to be distinct individuals, staff and leadership can assume multiple roles)

- **Executive Sponsor:**

- Champion the Ellucian Student initiative at the executive level and provide executive oversight
- Ensure alignment with institutional strategy and priorities
- Secure institutional resources and remove organizational barriers impacting program progress
- Approve major program decisions including scope changes, policy impacts, and go-live readiness
- Act as the escalation point for significant risks or cross-organizational issues
- **Product Liaison:**
 - Participate in adoption workshops and validate solution configuration and business process alignment
 - Coordinate subject matter experts and stakeholders within the capability areas
 - Support data preparation, configuration review, and functional adoption activities
 - Provide feedback on delivered capabilities and help drive adoption of new processes within the departments
- **Delivery Liaison / Project Manager:**
 - Coordinate day-to-day institutional project activities and ensure alignment with the Ellucian delivery team
 - Track institutional tasks, deliverables, and timelines within the overall project schedule
 - Facilitate project meetings, working sessions, and communication between teams
 - Identify issues and risks early and coordinate resolution with the Program Lead and project stakeholders
 - Support institutional readiness for implementation milestones including testing, training, and go-live preparation
- **Reference contacts:**
 - Serve as institutional references for Ellucian Student and share implementation experience with prospective customers
 - Participate in reference calls, case studies, webinars, or events as appropriate
 - Provide feedback on value realized from the pilot implementation
 - Collaborate with Ellucian teams to develop success stories and best practice examples

2.3. Dedicated Ellucian Roles:

- **Customer Success Manager:**
 - Own the long-term customer relationship
 - Establish and maintain a shared success plan with defined goals, milestones, and value realization metrics
 - Conduct regular program check-ins to monitor progress, customer satisfaction, and adoption of delivered capabilities
 - Coordinate escalation and resolution of customer issues in collaboration with delivery and product teams
 - Support post-implementation adoption, optimization opportunities, and ongoing engagement with Ellucian services
- **Project Manager:**
 - Lead the overall implementation project and manage the delivery plan, schedule, and project governance
 - Coordinate Ellucian delivery resources and ensure alignment with institutional project teams
 - Track project progress, risks, and issues, providing regular status updates to program stakeholders
 - Manage scope, dependencies, and milestone readiness including testing, training, and go-live preparation
 - Facilitate project meetings, working sessions, and executive reporting throughout the implementation lifecycle
- **Marketing team/Customer Impact Manager:**
 - Coordinate participation in the Ellucian Student reference program
 - Develop customer stories, case studies, and reference materials in collaboration with the institution
 - Facilitate opportunities for the institution to participate in events, webinars, and marketing initiatives
 - Ensure the customer experience is positive and aligned with Ellucian's broader product launch strategy
- **Solutions Architect:**
 - Provide functional/technical leadership for the implementation and ensure the solution architecture aligns with Ellucian Student best practices

- Design and validate data architecture, and platform configuration across Ellucian solutions
- Guide technical decision-making related to extensibility, integrations, and system interoperability
- Identify and mitigate technical risks related to architecture, performance, or scalability
- Collaborate with delivery consultants and institutional IT teams to ensure a stable, scalable production environment

2.4. Product Participation Requirements:

2.4.1. Early Access / Beta Participation

Refer to Ellucian design program addendum for more information.

Customers agree to:

- Participate in structured beta testing for specific new features
- Provide documented and/or verbal feedback within defined timelines
- Allocate SMEs for testing and feedback sessions
- Allow instrumentation/analytics tracking

Note:

- Beta features may evolve prior to GA
- Some features may be modified or deprecated
- Participation does not guarantee permanent inclusion of experimental features

2.5. Marketing & Reference Commitments

The below provides a framework for Customer's participation in Ellucian marketing, reference, and thought leadership activities:

2.5.1. Program Phases and Deliverables

Phase 1: Ellucian Student Contract Signature Announcement

Timing: Within thirty (30) days of contract execution. Within thirty (30) days of signing, Ellucian will host a virtual kickoff meeting to introduce the Marketing

team, confirm spokespersons and reference contacts, align on messaging priorities, review timelines, and define approval workflows.

Customer Commitments:

- Participate in one (1) recorded executive interview (approximately 30 minutes, conducted via Zoom or similar platform) with the Ellucian Marketing team
- Provide approved executive quote(s) for press and promotional materials
- Review and approve press release content

Ellucian Deliverables:

- Draft and distribute a jointly branded press release announcing the partnership
- Produce edited video excerpt(s) from the recorded interview
- Extract and publish approved pull quotes from executive interview for sales team use, website and other marketing media or platforms

Phase 2: Go-Live Spotlight & Celebration

Timing: Within thirty (30) days following go-live

Customer Commitments:

- Participate in one (1) recorded implementation-focused interview (approximately 30 minutes) with the Ellucian Marketing team
- Designate spokesperson(s) for related promotional materials
- Host a Go-Live Celebration Event (on-campus or virtual) coordinated with Ellucian (who sponsors)

Ellucian Deliverables:

- Produce a Go-Live spotlight article
- Produce edited video excerpt(s) from the recorded interview
- Promote approved content via Ellucian digital channels
- Participate in a Go-Live Celebration Event, including event support funding and branded materials.

Event scope and format agreed to in advance. Photography and/or video capture for promotional use is permitted subject to prior written approval.

Phase 3: Outcomes and Impact Story

Timing: Six (6) to eight (8) months post go-live

Customer Commitments:

- Participate in one (1) recorded outcomes-focused interview (approximately 30 minutes) with the Ellucian Marketing team
- Provide anecdotes, measurable institutional results, or impact metrics where available

Ellucian Deliverables:

- Develop a formal written case study
- Produce edited video excerpt(s) from the recorded interview
- Create derivative promotional content (articles, website features, or industry submissions)
- Distribute approved materials for sales enablement purposes

2.5.2. Live Reference Commitment

Customer shall designate two (2) reference contacts: one (1) Technical Leader and one (1) Executive or C-Suite Leader. These individuals agree to serve as named references in RFP responses and sales engagements. These individuals register into Ellucian's reference program "Ellumination" within 14 days of contract signing.

The Live Reference commitment shall extend for twelve (12) months following Customer's go-live date.

Participation limits:

- Minimum of **10** reference calls per month (with a cap of 16 per month) **per institution** accepted through Ellucian's reference program: Ellumination (total of at least 10 calls per month)
- Participation in up to one (1) conference speaking opportunity during the twelve-month period, subject to mutual agreement

Ellucian will provide advance notice when feasible, conduct preparation calls prior to engagements, and provide relevant prospect context. Quarterly alignment check-ins will be conducted

2.6. Delivery Expectations

The new Ellucian Student delivery approach **shifts from implementing individual products to delivering institutional capabilities** across the student lifecycle. Implementation teams are led by capability consultants, supported by other consulting resources, who deliver solutions end-to-end using prescriptive templates, prebuilt integrations, and standardized content. This reduces duplicated effort, shortens implementation timelines, and creates a repeatable delivery model that allows Ellucian Student to scale implementations efficiently as adoption grows.

- **Capability-based delivery:** Implement institutional capabilities (e.g., Recruiting & Admissions) rather than individual products
- **Prescriptive implementation:** Use standardized templates, workflows, reports, and integrations to accelerate deployment
- **New delivery roles:** Capability consultants lead outcomes; build consultants configure and deploy platform components
- **Scalable execution:** Pod-based teams and reusable assets reduce variability, shorten timelines, and protect delivery outcomes

All implementation processes will vary by customer, depending on complexity and customer starting points. Net new, modernizing, and on-premises customers moving to Ellucian Student should expect a full project lifecycle as part of this program. Existing Ellucian SaaS customers may require special handling and custom timelines based on what they have implemented to date, and how that is aligned to the Ellucian Student offering. Specifics around delivery will be discussed and documented during and following the scoping phase.

2.6.1. Customer Commitments

- Dedicated SMEs with defined % allocation
- Adoption of industry standard delivery practices, including limited customizations during Lighthouse phase
- Communication from customer leadership to customer working teams about the institution's participation in this program and the terms agreed to within this document.

3. Confidentiality

Participation in the Lighthouse Program involves access to non-public information, including product roadmaps, pre-release features, implementation approaches, and other strategic materials. The participating Institution agrees to treat such information as confidential and use it solely for purposes related to participation in the Lighthouse Program, consistent with the confidentiality provisions of the governing agreement.

Because certain capabilities may be in beta or pre-general availability stages, related information including functionality, timelines, and performance may not be publicly disclosed without Ellucian's prior approval. Any public announcements, marketing materials, or reference activities related to the Lighthouse Program and identifying customer will be coordinated and mutually approved by both parties.

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Professional Services Assumptions

General

- Services will be provided remotely unless otherwise determined during project planning. The Client is responsible for travel expenses, as per the contract terms, if travel is required for any reason. Expenses are billed to the Client at the time they are incurred.
- Change Management services are included in this proposal, but the Client is responsible for monitoring and managing staff expectations regarding change management.
- Ellucian estimates are based on the assumptions that the Client will adopt Ellucian's recommended practices, common business process models, and data standards 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.
 - If Client does not adopt Ellucian recommended practices and business processes, the parties will negotiate a change order to determine any adjustments to scope, fees, and timeline. In the case of in-scope modification or extensibility work, recommended business processes may be modified to accommodate SaaS safe Extension as may be defined and agreed between both parties.
- Ellucian's proposed level of effort for this project is based on the information provided as of the Execution Date. Any changes or additions to the scope, via the Discovery phase or otherwise, will be managed by the Ellucian Project Manager and the Client's Project Manager through a mutually agreed-upon change order process.
- Any tasks, deliverables, or services that are not described in the terms and conditions are out of scope and will not be provided by Ellucian except by mutually agreed-upon change order.
- The project timeline will be developed collaboratively between the Client and Ellucian during the Planning and Initiation Phase. The proposed services are based on an 24-month timeline. If the project extends over 24 months, the client may incur additional costs to complete it.
 - The timeline depends upon the availability of key staff and subject matter experts from the Client to participate in onboarding/training/consulting sessions, provide responsive feedback as needed, and meeting deadlines for project work as agreed upon by Ellucian and the Client.
 - Client acknowledges that the development of custom integrations may impact the implementation timeline and go-live date, and Ellucian shall not be liable for any delays resulting from the enhanced discovery process or development of custom integrations requested by Client.
- Ellucian will provide an assessment of the Client's current use of Banner functionality, with the help of the Client identify customizations/modifications to baseline, and provide the Client with recommendations for what can be accommodated in baseline functionality.

Training Assumptions

Training is critical to the success of any project, as it ensures that all users are well-equipped to utilize the new systems and processes effectively. Ellucian employs a "train-the-trainer" methodology, which involves training key administrative and power users who are actively participating in the engagements. These trained individuals are then expected to pass on their knowledge and skills to the remaining staff, creating a ripple effect of expertise throughout the organization.

This approach not only empowers the initial trainees but also fosters a culture of continuous learning and support within the client organization. Additionally, comprehensive training materials are made available to the client through the [Customer Center](#), providing ongoing resources and references to reinforce learning and address any questions that may arise.

- Client functional teams are not novice users of Banner; no basic training is required.
- The Client is responsible for creating institution-specific, end-user training materials.
- Training will be provided using a combination of modalities:
 - **On-Demand Training (ODT)** – Very high-level recordings that provide an overview of product functionality. These are useful to Clients as they are preparing for consulting sessions, as they help the user gain a basic understanding of the topic. This training is optional.
 - **Instructor-Led Training (ILT)** – These sessions provide a greater level of detail on product functionality and configuration. They are conducted live by subject matter experts and held on a regular schedule. While not institution-specific, the training is valuable for gaining a deeper knowledge of configuring and managing Ellucian products. ILT courses are considered prerequisites for some consultant-led

engagements. This will be specified in the engagement agenda well in advance so that the user can register for upcoming sessions. NOTE: SaaS Pass, a package of ILT sessions required for modernization activities, will be automatically added to the modernization contract. [JC1]

- **Consultative Training** – Nearly all Ellucian services include some element of training for products being deployed or newly introduced functionality during an engagement. Training may be conducted during discovery to show the art of the possible, as part of a configuration engagement, during UAT, or as a specific training session. These sessions are consultant-led, using the train-the-trainer method described above, and are tailored to each Client.

Testing Assumptions

Testing plays a crucial role in quality control and ensuring that project deliverables meet the Client's specifications. It serves as a verification process to confirm that the outcomes align with the agreed-upon requirements. Therefore, it is essential that testing activities are conducted collaboratively between the client and Ellucian. This collaborative approach fosters clear communication, mutual understanding, and the timely identification of any issues, ultimately leading to the successful delivery of a project.

- For deployed products/functionality:
 - Ellucian will lead the Client through User Acceptance Testing (UAT) after each deployment into a non-production and a production environment. Activities include conducting a planning session for testing, documenting testing scenarios and expected outcomes collaboratively, guiding the Client through testing, supporting documentation of results, and troubleshooting activities during the testing cycle. Ellucian will document a summary of the results.
 - As the project nears a key module go-live, an end-to-end test strategy will be jointly defined and executed based on the Client's capability model. This strategy is a walk-through of the ERP baseline capabilities meant to confirm user acceptance of the fully configured capability, including interfaces, integrations, and required extensibility.
- For Data Conversion:
 - Ellucian will lead the Client through data validation after each round of data conversion in a non-production or production environment. Activities include conducting a planning session for data validation, providing training on reviewing expected results and the validation process, providing a template for recoding testing activities, guiding the Client through the testing exercise, monitoring documentation of results, and troubleshooting activities during the testing cycle.

Integrations

- Based on preliminary evaluations of existing customer applications, Ellucian has categorized known integrations into one of the following four headings:
 - **Product Delivered Integrations** - These integrations are compatible with the SaaS environment and require no additional modifications. These integrations are generally available today or on the roadmap to completion. Additional scope is required for Ellucian to deploy product-delivered integrations.
 - **Partner Delivered Integrations** - Ellucian partners develop integrations in this category to work with Ellucian products and are generally available today or on the roadmap to completion.
 - **No Integration**— Either the integration will be replaced with Baseline functionality, which does not require additional development, or it will be determined that it will not be needed in the future.
 - **Requires Custom Development** – Ellucian may have collaborated with the Client to determine who will accept responsibility for developing the custom integrations required for this project within the designated timeline. If so, this category is further divided into two additional sub-categories:
 - **Client Developed** – Client has agreed to accept responsibility for development with some support from Ellucian.
 - **Professional Services Developed** – The Ellucian Professional Services team will custom-develop integrations in this category.
- Ellucian will conduct further integration discovery after executing this Agreement to determine or confirm the level of effort required.
 - In cases where an initial discovery was conducted, if additional use cases or changes in complexity are discovered as compared to the initial discovery, additional budget or effort may be required.

Ellucian Student Signature Package – Description of Services

Overview

This Enterprise Package provides support for an upgrade to Banner SaaS, focusing on the following:

- Transition Governance – Includes Strategic Alignment, Change Management, and Project Management to lay the foundation for the project;
- SaaS Foundation – Provides assessments and roadmaps to support deployment and training on SaaS-compliant tools and adoption of baseline functionality;
- SaaS Modernization – Supports alignment of software and process for efficient operations in the SaaS environment, including support for business process alignment, integration compliance, and reporting; and
- SaaS Transition – Migration, validation, and deployment to the SaaS environment.

High-Level Tasks and Deliverables for Ellucian Student Signature Package

Engagement	High-Level Tasks	Deliverables
Strategic Alignment Service	Ellucian will: • Introduce the practice of strategic value alignment by using the higher education capability model to the Client's key stakeholders. The discussion will include: ○ The value of pursuing such a practice for the Client; ○ The reasons to pursue such a practice at this time; ○ The outcomes from this engagement; ○ How we will assess the impact of this engagement; • Assess the Client's strategic outcomes and potential roadblocks associated with achieving these outcomes through the course of the modernization: ○ Initial baseline strategic plan mapping; ○ Voice of the Customer outcome mapping; ○ High-level SWOT discussion; ○ A current Client operating model assessment; ○ The PACE layered capability assessment; ○ A design principles review; • Discuss with the Client the value of an Architectural Review Board (ARB) or related team, and how it offers insight, value, and alignment throughout a Client's modernization journey; • Work with the Client to assess the current solution landscape (applications/integrations) associated with the units of business considered for modernization through: ○ Collection of functional and technical solutions (applications/integrations) of the institution; ○ Mapping of solutions (applications/integrations) to the Ellucian Higher Education Capability Model; • Work with the Client to assess risks or impacts introduced by other institutional projects and initiatives through: ○ Collection of functional and technical initiatives associated with the business unit for modernization;	• Presentation to key Client stakeholders • Final assessment and presentation • Client signoff that assessment did not miss an important component for consideration. • Mapping of the Client's enterprise view of the application landscape • Presentation of said landscape assessment. • Client signoff on the accuracy of the information collected. • Mapping of enterprise projects to the Client's enterprise model • Presentation of said assessment. • Client signoff on the accuracy of the information collected. • Lead/coordinate with corporate partners delivering change management assessment activities. • Monthly solution-to-capability reviews with the Client leadership team to discuss and document any potential redirection required.

Engagement	High-Level Tasks	Deliverables
	○ Mapping of initiatives to the solutions they impact; ○ Mapping of initiatives to the Ellucian Higher Education Capability Model; ● Lead and coordinate the introductory change management partner engagement. This engagement is to provide insight into the cultural change required to achieve desired strategic outcomes through this initiative; and ● Lead and coordinate continued alignment of the Client's strategic initiatives with the Ellucian Higher Education Capability Model through: ○ Routine solution-to-capability reviews; and ○ Project check-ins with the Ellucian delivery team for alignment assurance and redirection when/if required.	
Identity Management Tactical Planning	Ellucian will: ● Support alignment of the Client's short-term identity management tactical plan to their long-term goals through a tactical architecture and planning session; ● Facilitate project initiation meeting; ● Prepare for Identity tactical planning service; ● Prepare for the tactical planning workshop; ● Conduct a tactical architecture and planning session; ● Create an Identity Management Implementation Roadmap; ● Analyze the current state architecture; ● Develop the future state architecture and project plan; ● Develop the tactical plan material and presentation; ● Deliver the tactical plan; ● Outline the Identity and Access Management (IAM) process flow and architecture for the Ellucian applications and services; and ● Present and allow time for questions and answers.	● Ellucian application and services implementation roadmap ● Future state architecture with Ellucian Applications Incorporated and Project Plan ● Tactical plan material and presentation ● Identity Tactical Plan ● Outlined high-level identity process flow and architecture with Ellucian applications incorporated
Ethos Integration Essentials	Ellucian will: ● Integrate Ethos with Ellucian Banner on-premises and then coordinate go-live migrations when in SaaS; ● Facilitate technical kickoff; ● Conduct service preparation calls; ● Validate pre-requisites for service readiness; ● Facilitate knowledge transfer on Ethos integration and Ellucian ERP Middleware component deployment; ● Configure the Ellucian ERP in preparation for the Ethos integration implementation; ● Configure Ellucian Ethos data model mappings in non-production and production; ● Deploy or upgrade the Ellucian Messaging Adapter to the latest supported version;	● Service Preparation Document ● Training materials ● Decision Workbook ● Configured mappings. ● Deployed or upgraded Ellucian Messaging Adapter ● Configured Ellucian ERP for Ethos integration. ● Validated non-production and production environments. ● Installation report

Engagement	High-Level Tasks	Deliverables
	• Configure the Ellucian ERP for the integration required for the Ethos integration implementation; • Configure the Client Ethos integration tenant to the authoritative source (Ellucian ERP) in non-production and production; • Perform Ethos integration message flow validation from Ethos integration to the Ellucian ERP; • Perform Ellucian ERP to Ethos integration in non-production and production; and • Update Ethos configurations to migrate Ethos applications to Ellucian Student.	
Experience Setup and Configuration + Technical Architecture Introduction	Ellucian will: • Conduct a kickoff call to prepare for the engagement: ○ Review project plan; ○ Review schedule; ○ Review requirements; • Present persona development training; ○ Work with the Client to identify their primary personas; ○ Work to identify primary user needs; • Deliver content analysis training; ○ Build content inventory; ○ Discuss content types; • Deliver information architecture training; • Determine initial architecture plan and organize identified content; • Deliver content prioritization training; • Facilitate content prioritization workshop; • Provide consulting to configure Single Sign-on with the Client's Single Sign-on provider: ○ Validate Ethos integration and functional mappings in 1 non-production and 1 production environment; ○ Configure SAML SSO (via ADFS, Shibboleth or Ethos Identity); ○ Gather details on which SAML assertions will define the roles to be used in the Ellucian Experience; ○ Set up the Ellucian Experience application in Ethos integration; ○ Configure delivered content connectivity; ○ Support required Data Access loads and troubleshooting; and ○ Adjust permissions as required.	• Kickoff call agenda • Current / suggested content inventory • Suggested sitemap • Content Inventory with prioritization • Validation report • Single Sign-On configured. • Confirmation of successful Experience sign-in • Configuration worksheet • 1 provisioned non-production Ellucian Experience site • 1 provisioned production Ellucian Experience site • Persona-based guides
Intelligent Learning Platform Services	Ellucian will: • Conduct functional workshops designed to review and configure Intelligent Learning Platform (ILP) settings using Ethos to support the Client's integration requirements between a single LMS and Banner; • Conduct a functional overview of ILP and its features; • Connect ILP to Ethos integration;	• Validated Ethos integration and functional mappings in 1 non-production and 1 production environment • Reference guide • Decision Workbook • Configured ILP implemented on one

Engagement	High-Level Tasks	Deliverables
	• Connect ILP to 1 non-production and 1 production-supported Learning Management System; • Configure and test bulk and real-time provisioning course, user, and enrollment updates against 1 non-production and 1 production environment; • Configure and test grade sync setup against 1 non-production and 1 production environment; • Set up integration with the Ellucian Portal; • Set up integration with Ellucian Mobile; and • Assist with ILP go-live planning.	non-production and 1 production environment
Insights Premium ERP Implementation	Ellucian will: • Provide training to aid attendees in the development of skills pertinent to their roles and responsibilities; ◦ Introduce the features and capabilities of Insights; • Configure Ellucian Insights Administration; • Review administration, population, and configuration of the Insights environment; • Review delivered content within the Insights platform; • Initiate data loads into the Insights data warehouse and review the delivered content for up to 2 source systems already in use by the Client: Banner and Degree Works; and • Assist with connecting 1 reporting tool to Ellucian Insights.	• 1 configured non-prod environment • 1 configured production environment • Training materials • Summary of configuration and administration • Connectivity validation for up to 2 sources • Confirmation of data load for up to 2 sources
SaaS Reporting Assessment and Strategic Plan	Ellucian will: • Meet with key staff and decision-makers to define the state of the current institutional reporting environment and detail reporting goals for the future SaaS environment, and use this information and higher education industry-recommended practices to identify potential improvements and prepare a reporting strategy, which is a high-level action plan for implementing SaaS reporting: ◦ If Readiness has not already taken place, lead a series of discovery sessions with the Client's key staff and decision-makers to analyze and discuss: ▪ Current state system architecture, including individual technologies; ▪ Overall reporting objectives, current and future; ▪ Process by which reports are currently developed; ▪ Current state reporting inventory; ◦ Provide work sessions to understand and make strategic decisions focusing on: ▪ Project roles and responsibilities throughout the project; ▪ Confirm the project scope; ▪ Policies: report development, security, communication planning;	• Discovery sessions on the current state and reporting objectives • Working sessions to make strategic reporting implementation decisions • Reporting Assessment Findings Report • Reporting Strategy Decisions Guide • Deliver multiple working sessions to mentor on prioritized report development • Up to 8 half-day sessions (including prep and post activities) with the Institutional Research functional area

Engagement	High-Level Tasks	Deliverables
	▪ Processes on report standards expectations; ▪ Environment requirements; and ▪ Templates; ○ Provide consulting for report development activities for the top reports per business unit; ▪ Provide mentoring support for prioritizing the reporting inventory; ▪ Hold discussions around the recommended reporting approach and the data elements to be used; and ▪ Provide mentoring support as the Client performs report development on the mutually agreed upon reports.	
Insights Premium Strategy Workshop & Reporting Plan - Foundation	Ellucian will: • Provide consulting for report development activities for the Client's top-identified reports per business unit; • Hold discussions around the recommended reporting approach and the data elements to be used; and • Provide mentoring support as the Client performs report development on the mutually agreed upon reports.	• Mentoring support for top-prioritized reports per business unit • Up to 45 half-day sessions (including prep and post activities), which can be distributed among different business units
Ethos User Provisioning Configuration Service	Ellucian will: • Provide services to implement Ethos User Provisioning (EUP), an account provisioning mechanism that creates user objects in a target source (AD, LDAP, Okta, Azure) based on changes to Banner user data via Ethos integration change notification queues to synchronize user data in near-real-time. ○ This service supports configuration and enablement of EUP per product-based functionality. • Lead a kick-off call to discuss the high-level description of the service; • Introduce the Service Preparation Document, and lead an initial discussion of the technical components and functions involved; • Introduce the Client responsibilities, which include technical server readiness, connectivity information, role definitions, and test cases; • Follow up with a readiness task to evaluate connectivity and other pre-service checks. The environment must pass these checks successfully before service initiation; • Provide a provisioning blueprint document outlining the provisioning strategy for the Client signoff; • Deploy the EUP components in a non-production environment; • Validate via Ellucian test cases; • Support the Client in validation of the Client-defined test cases;	• Service Preparation Document • Update the Client Project Site • EUP Documentation • EUP components deployed to 1 non-production environment • EUP components deployed to 1 production environment

Engagement	High-Level Tasks	Deliverables
	• Deploy the EUP components in a production environment; • Validate with the defined test cases supported by data identified by the Client for this verification; • Document the steps taken during the deployment of EUP; • Lead the Client through a knowledge transfer session; • Provide post-installation documentation; and • Provide oversight for technical issue resolution and product feedback.	
Experience Toolkit Workshop	Ellucian will: • Conduct project initiation meeting and prepare for workshop; • Provide a hands-on workshop to help the Client understand: ○ The Ellucian Experience Dashboard and the effort involved in building Experience cards and pages within the Experience setup; ○ The Ellucian Experience architecture and platform; ○ How to obtain reference information for Ellucian Experience; ○ Recommended practices for Ellucian Experience card and page development; • Conduct hands-on tests with Postman to validate APIs are functional; • Troubleshoot common error scenarios with Ellucian Experience; • Publish the Ellucian Experience card and page with a simple custom JavaScript application using Visual Studio Code and Ellucian Experience Setup in the Client's Ellucian Experience non-production environment; and • Discuss implementation needs that could potentially be used for the Ellucian Experience.	• Workshop agenda • Service Preparation Document • Training material • Operational Example Experience cards in the non-production environment
Modernization Consulting Services Technical Architect	Ellucian will: • Work collaboratively with multiple subject-matter experts to support project success: ○ Advise and offer recommended practices for technical standards, guidelines, and quality control measures for enabling and implementing software systems; ○ Support those performing project activities; ○ Monitor and document the technical aspects of ongoing projects and identify, document, and mitigate significant technical project risks proactively; ○ Assess options and risks as they pertain to data architecture, security, and other technology issues; • Direct project startup and planning activities, including: ○ Establish proper technical architecture for the scope of the project;	• Environment management document • Technical roadmap • Summary report of services provided • Update Project Site • Credential creation

Engagement	High-Level Tasks	Deliverables
	○ Verify necessary environment provisioning and timely solution installations are on plan; ○ Facilitate environment management use and naming conventions, including transient instances needed during the project; ○ Initiate and monitor support services; ● Conduct a post-deployment system verification: ○ Create and provide credentials for the Client's core team user accounts; ○ Lead workshop with the Client on how to create user accounts and manage provisioning; ○ Onboard Ellucian consultants, including providing access requirements, URLs of all services, instructions, and account credentials and security; ● Provide ongoing project support through the following activities: ○ Conduct or attend regular project/technical meetings; ○ Facilitate onboarding of consultants; ○ Create SNOW Tickets as required; ○ Collaborate with the project manager on tasks/dates that may need to shift based on predecessors or dependencies; ○ Support data migration activities ○ Conduct ERP security overview; ○ Support identity management activities; ○ Support integration activities; ○ Manage actions/issues/risk lists; ○ Provide troubleshooting support; ○ Plan deployment/upgrade to new technologies; ○ Recommend training opportunities; ○ Provide support for go-lives; ● Contribute content or review of the Client's documentation for: ○ Operational procedures ○ Security administration procedures ○ Auditing/log review ○ Help desk/ticket submission procedures; ● Facilitate project closeout activities: ○ Transition operational activities to the Client's technical leads; ○ Prepare for steady state support; ○ Confirm that the Client has required documentation and passwords; and ○ Offboard with the Client.	
Modernization Consulting Services Solution Architect	Ellucian will: ● Conduct pre-engagement conference call with the Client's activity coordinating team members to: ○ Identify Ellucian eco-system and third-party partner solutions; ○ Discuss the Client's processing requirements;	● Document Ellucian Eco-system and third-party partner applications ● Summary report of potential processing gaps ● Report of end-to-end processing solutions

Engagement	High-Level Tasks	Deliverables
	▪ Review business processes to identify potential processing issues; ▪ Outline the required components of the Ellucian eco-system necessary to support end-to-end capability; ▪ Verify the Ellucian eco-system and third-party partners are reviewed for connected functionality; • Work with the Client to design and provide solution architecture: ○ Meet with the Client to review and receive approval on the solution architecture; and ○ Verify that solutions are in line with the Client's stated design principles.	
Modernization Consulting Services Banner ERP	Ellucian will: • Perform an analysis of the current Banner modules in use and provide a summary of findings and recommendations within the assessment report; ○ If the SaaS Readiness package was previously purchased and completed, the findings of that assessment will be reviewed; • Identify current state processing SaaS gaps for each current Banner module in use; • Provide recommendations for replacing custom or modified processes with baseline Banner functionality; and • Provide consultative support during alignment and transition to SaaS.	• Assessment reports including SaaS gaps and recommendations for each Banner module
Modernization Consulting Services Ellucian Degree Works	Ellucian will: • Perform an analysis of the module and evaluate the following elements as they relate to Degree Works: ○ Modifications to the student, advisor, and applicant extracts; ○ Modifications to integration.banner.extract.config; ○ Entries in BAN080; ○ Degree Works scripts; ○ Degree Works reporting; ○ Provide recommendations for replacing custom or modified processes with baseline Banner functionality; and ○ Provide consultative support during alignment and transition to SaaS.	• Assessment report including SaaS gaps and recommendations for: ○ Ellucian Degree Works
Ethos Extensibility Integration Architecture Design Workshop	Ellucian will: • Conduct a project initiation meeting, and preparation for the workshop; • Verify necessary components for Ethos Integration are installed and functioning; • Verify the participants in the workshop have access to a non-production environment; • Review and identify use cases that will leverage Ethos Integration;	• Workshop Agenda • Service Preparation Document • Training material • Packaged demonstration code • HTTP Client collection and environment

Engagement	High-Level Tasks	Deliverables
	• Educate the Client on the Ellucian Ethos Platform, the Ellucian Ethos Data Model (EEDM), Ethos Integration architecture, Graph QL, and Ethos Extensibility concepts as supported by the ERP; • Discuss Ethos Integration security – how to secure the data; • Educate the Client on methods to discover appropriate Ethos and other available API's for the identified use case; • Conduct hands-on tests with an HTTP Client to validate APIs are functioning as designed; • Walk through common error scenarios with Ethos Integration; • Recommend API integration development common patterns; • Perform REST operations as supported by 2 Ethos Data Models in the Client non-production environment; and • If applicable, discuss Banner Business Process APIs architecture and usage of these API's in the integration projects.	
Integration Delivery using Ethos Extensibility - Foundation	Ellucian will: • Assess current integrations in use; • Gain understanding and document the requirements and use cases for up to 2 small-sized integrations; • Design and deliver the integrations in 1 non-production and 1 production environment; • Conduct internal testing on the delivered integrations; • Support the Client during their quality assurance phase to verify that the integration is working as expected; and • Develop an installation and configuration guide to facilitate the Client administration/maintenance activities.	• Assessment report(s) • Test plans(s) • Integration installation/configuration guide(s) • 2 small-sized Ethos-based Ethos based integrations delivered to 1 non-production and 1 production environment
Experience card delivery using Ethos Extensibility	Ellucian will: • Conduct an assessment to understand and document the requirements for the Experience card design and development; • Document the scope of the requirements and use cases for up to 2 small-sized Experience card designs and development; • Design and deliver the Experience cards in 1 non-production and one production environment; • Conduct internal testing on the delivered Experience cards; • Support the Client during their quality assurance phase to verify that the integration is working as expected; and • Develop an installation and configuration guide to facilitate the Client administration/maintenance activities as an Experience administrator.	• Assessment report(s) • Test plan(s) • Experience Card administration guide(s) • 2 small-sized Ellucian Experience cards delivered to 1 non-production and one production environment

Engagement	High-Level Tasks	Deliverables
Transition Support Testing Services Banner ERP	Ellucian will: - Conduct planning and initiation workshop for each Banner module used by the Client, including Student, Student Accounts Receivable, Financial Aid, Finance, Human Resources, and General; - Introduce the transition support concept and expectations; - Provide and present a test plan for the functional module; - Discuss and recommend various scenarios, including populations for testing; - Discuss findings report; - Assist with user acceptance testing: - Provide resources to be available for guidance with each transition support migration cycle; - Provide resources to assist with problem resolution and suggestions for enhancements; and - Review findings report to identify missed testing needs.	- Test plan guide for each module to be tested - Testing scenario examples - Findings report for each module
Transition Support Testing Services Degree Works	Ellucian will: - Conduct planning and initiation workshop; - Introduce the transition support concept and expectations; - Provide and present a test plan for the functional module; - Discuss and recommend various scenarios, including populations for testing; - Discuss findings report; - Assist with user acceptance testing: - Provide resources to be available for guidance with each transition support migration cycle; - Provide resources to assist with problem resolution and suggestions for enhancements; and - Review findings report to identify missed testing needs; and - Provide recommendations for testing models in a SaaS environment.	- Test plan guide - Testing scenario examples - Findings report for each module
Transition and Go-Live Support	Ellucian will: Provide go-live support if required.	Go Live report
ISE Baseline Job Scheduling Setup and Configuration	Ellucian will: - Facilitate the automation of Job Streams that process: - Student-related jobs/processes; - Admissions or Finance-related jobs that generate receivables; - Finance-related jobs/processes; - Financial-related jobs that process ISIR Data Load, ISIR Corrections, Student Tracking, Grant and Loan processing, Award packaging, student award notification, and downloads of Federal batch data using TDClient; and	- Processing job streams configured in a non-production environment: - Student (30-80 jobs) - Accounts Receivable (30-60 jobs) - Finance (30-80 jobs) - Financial Aid ISIR (80-260 jobs) - Financial Aid Grant and Loan Management (25-150 jobs)

Engagement	High-Level Tasks	Deliverables
	○ State-specific jobs/processes (CALISIR, SUNY SICAS, BOGW California fee waiver), if needed; ● Provide support for the creation of parameters and timing options for running Banner Student, Banner Accounts Receivable, Banner Finance, Banner Financial Aid, and State-Specific processes within the Job Schedule tool; and ● Assist in testing accounts receivable processes within the Job Schedule tool.	○ Financial Aid Student Streams (25-100 jobs) ○ Automating Student Aid Internet Gateway (SAIG) exchange (10-60 jobs) ○ State Specific (50-160 jobs)
Project Management	Ellucian will: ● Set up a Project Site; ● Introduce the project leadership team; ● Create an integrated project schedule; ● Familiarize the Client with the Project Site; ● Conduct project planning meetings; ● Create Project Site project scope; ● Create project budget baseline; ● Document initial risks, issues, and decisions on the project site; ● Conduct regular project status update meetings; ● Conduct periodic project quality reviews; ● Manage project tasks; ● Manage risks, issues, and decisions; ● Manage scope; ● Conduct assessment review meeting to review overall findings; ● Create a project success story; and ● Complete the client survey for project completion.	● Project Site for project collaboration ● Integrated Project Schedule ● Project Schedule for Project Site ● Project budget reconciliation for Project Site ● Project site risk, issues, and decision registers ● Updates to Project Site status, schedule, risk, issues, and decision registers ● Meeting summaries ● Project Success Story ● Client Survey

Service Assumptions for the Ellucian Student Signature Package

- Overall:
 - Except as outlined in the Statement of Work, the removal or decommissioning of local modifications or Banner source code modifications and the creation of new SaaS-friendly extensions, including experience cards, workflows, and other extensions, is the responsibility of the Client.
 - Before engagement, Ellucian will verify with the Client that the necessary components for the functionality to be discussed are installed and functioning and verify that the Client participants have access to the proper elements of the Client's non-production environment;
 - Data migration will take place in 3 iterations (2 for testing and 1 for production);
 - The Client is willing to accept updated configurations (rules and validations) relative to different Banner modules processing as needed;
 - The Client is willing to commit to fully testing processes to maximize efficiencies in the system;
 - Data migration activities are completed by the Client in 3 iterations (2 to non-production and 1 to production);
- For ILP:
 - Minimum release requirements for the target LMS are met.
 - Ethos integration has been completed and tested;
- For Ethos User Provisioning:
 - Default password format is random and requires the Client to have a user password reset tool that allows end-users to reset their passwords without knowing the initial value;
 - If prerequisites (delivered during the initial engagement with the Client) are not complete by the service readiness step, then the deployment services will need to be rescheduled;
 - All user objects are created in the same location within the directory (e.g., Organizational Units [OU] for AD);

- Bulk loading of provisioning messages is only available when the provisioning target is on-premise LDAP or AD;
- The following attributes will be synchronized as part of the baseline Ethos integration data models:

EUP Element	Target Attribute	Description
principal	samAccountName	Username
givenName	givenName	Given name of the person
middleName	middleName	Middle name of the person
familyName	sn	Last name of the person
preferredGivenName	e.g., givenName	Optional support for preferred given name.
emailAddress	mail	Sourced from GOREMAL.
udcIdentifier	e.g., employeeNumber	Unique SIS-generated identifier used to enable SSO
bannerId	e.g., employeeId	Unique SIS-generated identifier
Password	userPassword	Randomly generated password
Roles Assigned	memberOf	Group memberships assigned to groups whose names match 1-1. Group object must have objectClass=groupOfNames. Note: roles assigned in Banner that do not exist in directory will have a group object created.

- For Experience Toolkit Workshop:
 - Baseline Ethos Data Models and APIs will be used;
 - A discussion around how custom data models can be leveraged will be a part of this workshop;
 - The workshop is a hands-on working session using the Client's non-production ERP and Ethos integration and Ellucian Experience component instances;
 - End-to-end, bidirectional communication between the ERP and Ethos integration is set, configured, and fully functional;
 - Ellucian can provide services to set up Ethos integration, Ellucian Experience, and its associated components via a separate work order;
 - The code components delivered as a part of this workshop are meant for instructional purposes only, they are not production-ready.
 - The workshop will use a previously agreed-upon selection of Ethos Data Models for the Workshop;
 - Workshop participants should have a basic understanding of JavaScript and GraphQL;
 - Database cloning or upgrades are not planned between the completion of the service preparation phase and during the workshop delivery schedule;
 - This workshop is limited to 15 participants per workshop;
 - The development of custom cards, pages, and integrations is the responsibility of the Client staff; and
 - Ellucian may develop custom cards, pages, and integrations for the Client via a separate work order;
- For Ethos Extensibility Integration Architecture Design Workshop:
 - No production-ready code is expected to be delivered as part of this workshop;
 - This workshop is limited to a maximum of 10 participants per workshop;
 - The workshop will only use baseline Ethos Data Models and/or APIs;
 - The workshop will be a working session on a non-production ERP and Ethos Integration component instances;
 - The Client has the required access to the Ethos Integration components;
 - The primary focus of the workshop is to build SaaS compliant Ethos Integrations:
 - Ellucian may need to introduce other Ellucian products for completeness (e.g., Ethos Data Connect, Ellucian Experience, etc.);
 - Training on additional Ellucian products is not a part of this work effort and can be arranged via a separate work order, if needed;
 - End-to-end, bi-directional communication between the ERP and Ethos Integration must be set up, configured, and fully functional prior to this engagement:
 - Ellucian can provide services to set up Ethos Integration and its associated components via a separate work order.
- For Degree Works Modernization Consulting:
 - The Client is familiar with Degree Works Scribing.
- For Integration Consulting:

- The architecture suggested will be approved by Ellucian Architects and will leverage baseline ERP APIs;
 - In case baseline ERP APIs are not available, the intent is to work with the respective Product teams so that they can be built;
 - Work on this scope will continue when the ERP APIs are released by the Product teams.
- This service assumes the Client will adopt Ellucian standard tools and technologies to develop the integrations;
 - Other integration tools/technology beyond that will require mutual agreement to proceed and may result in additional time that will require change requests;
- Third-party integration technology beyond the Ellucian technologies will not be used;
- A small-sized Ethos integration is defined as:
 - Either File-based or API-based integration with up to 20 elements;
 - The scope of the integration is up to 2 files or 2 APIs being processed;
 - The data mapping between the data elements from the external system and the ERP is baseline Ethos Data Model mapping; no custom tables will be integrated;
 - Ellucian will design the integration process based on API-supported functionality;
 - No extensions to Ethos Data Models or Banner Business Process API are included;
 - Retrieves or fetches information from the ERP only. Does not need to interact with other external databases;
 - Uni-directional in nature;
 - Does not require middleware infrastructure from an architectural perspective;
- Integrations are considered application-to-application headless data transfer mechanisms using flat files or via REST-API communication;
- Changes to the file or API specifications not documented to be supported during the Assessment Phase will require additional time on the project and be considered a change request;
- New file handling or file transformations of files from source to destination that will involve additional crosswalks or change the design approach will require additional time to the project and be considered a change request;
- File or API-based specification requirements should be defined and available before project initiation;
- Assessment will be done for the integration to define the scope of the project, to determine the complexity of the project as a small-sized integration.
- Ethos integration is enabled and fully configured in the Client's non-production and production instances;
- The Client has completed the Ellucian-provided product training and can produce test data as needed, as the integration is available in the ERP; and
- Production and non-production instances are available for end-to-end testing.
- For Experience Card Consulting:
 - Prerequisites for Experience Card Consulting:
 - The Client will identify the integrations that will be delivered as part of this service;
 - The Client environment will have Ethos integration APIs installed and configured through the Ethos integration interface, mapped, and respond successfully.
 - The Client environment will have Ellucian Experience Premium (minimum) installed and configured;
 - The scope of the work undertaken as part of this work effort will include assessments, design, development, and delivery aspects of the integrations identified;
 - From a technical perspective, providing a SaaS-compatible architecture is a goal for the scope of this effort. To that end, the architecture suggested will be approved by Ellucian Architects and will leverage baseline ERP APIs. In case baseline ERP APIs are not available, the intent is to work with the respective Product teams to build them. Work on this scope will continue when the ERP APIs are released by the Product teams;
 - Ellucian will determine the type of Ellucian resources required for the project as a part of the planning process with the Client;
 - This service assumes the Client adopts Ellucian standard tools and technologies to develop the integrations. Other integration tools/technology beyond that will require mutual agreement to proceed; It may result in additional time that the change management process will handle;
 - The Client is engaged throughout the delivery process of the Experience cards, starting from the discovery phase and through the assessment/delivery phase;

- Third-party integration technology beyond the Ellucian technologies would not be used;
- Ellucian will be responsible for testing in 1 non-production environment and promoting and validating the integration code to production. Additional work will require a change request;
- A small Experience card is defined with the following criteria:
 - Displayed data within the card is limited to data about the logged-in user;
 - Data is retrieved via baseline GraphQL from Ellucian Data Access or Banner Business Process APIs and will not require middleware to proxy API requests;
 - Experience Card UI consists of objects from the Ellucian Path Design System only;
 - Ellucian will design the data presentation format based on API-supported functionality;
 - EEDM API supported catalog data elements operation supports (GET only);
 - Display up to 10 data elements;
 - Static data display and not user-interactive;
 - Extensions to Ethos Data Models or Banner Business Process API are out of scope;
 - Retrieves or fetches information from the ERP only. Does not need to interact with other external vendor databases;
 - Does not require middleware infrastructure from an architectural perspective;
- Ethos integration is enabled and fully configured in the Client non-production and production instances;
- The Client has completed the Ellucian-provided product training and can produce test data as needed by the Ellucian Experience card development, supported by ERP; and
- Production and non-production instances are available for end-to-end testing.
- For Project Management:
 - Ellucian and the Client will use an Ellucian-provided Projects website that is the home page for the project described by this Scope of Services. This site is the only source of project status for Ellucian and the Client. It provides the following information: Project status dashboard. The status dashboard presents the status through:
 - Project status at a glance
 - Project health
 - Project progress
 - Milestone status
 - Upcoming tasks
 - Upcoming events
 - Registers for:
 - Change requests.
 - Risks
 - Issues
 - Decisions
 - Project schedule
 - Project calendar
 - Project roster
 - Communications plan
 - Licensed products
 - Project documents.

Client Responsibilities for the Ellucian Student Signature Package

- Overall:
 - Work with Ellucian to determine service expectations and timeline;
 - Circulate Ellucian materials in advance of the service;
 - Provide current state identity environment documentation;
 - Provide input on the desired state or goals of the identity environment;
 - Meet the requirements for Ellucian Ethos integration;
 - Order an SSL certificate from a well-known certificate authority for both non-production and production;
 - Upgrade and validate that all Banner pre-requisites for both the Banner Common DB Upgrade and the Ethos API DB upgrade are met;
 - Apply all the ODS pre-processor steps and ensure ODS is properly staged if applicable;
 - Install or upgrade the Banner Student API and Ethos integration API unless specified within scope;

- Install and validate that the Banner DB Upgrade and Ethos DB Upgrade are installed in the Banner environments in which the API's will be integrated unless specified within scope. The installation must be complete for all licensed Banner modules;
- Configure Identity Provider for Single Sign-on (SSO);
- Perform ongoing content changes and updates;
- Provide access for Ellucian to a current refresh of the production database to a non-production environment of Banner for accurate assessment of rules and validations relative to configurations;
- Prioritize processing areas within each application area, i.e., Finance, Student, HR, Financial Aid, Student AR, to be addressed for assistance;
- Provide summary or access for Ellucian to a current refresh of the production database to a non-production environment of Banner for accurate assessment of rules and validations relative to configurations;
- Provide a primary technical contact to collaborate with the assigned Technical Architect to assist with coordinating activities related to the project, facilitating continuous training during the project;
- Creation of complete data extracts from the Client legacy system in the format defined by Ellucian;
- Verify and validate the migrated data into the designated Banner environment according to a Client-developed user acceptance test plan;
 - Provide sign-off and approval to proceed on the tested data set; and
 - Provide signoff of the final tested data set before proceeding into the production environment.
- For the Strategic Alignment Service:
 - Provide a current visual representation/documentation of the Institution's relevant business artifacts, to include where applicable:
 - High-level organization structure;
 - Institutional strategic plans (when not available online);
 - Related operating models;
 - Business capability models;
 - Business and technical design principles;
 - Related business and IT maturity assessments;
 - Inventory of functional and technical solutions (applications/integrations) within Ellucian's template;
 - Inventory of functional and technical initiatives (major projects/initiatives) within Ellucian's template.
- For Ethos Integration Essentials:
 - Provide a designated non-production environment representative of the intended production environment for deployment of the integration;
 - Provide the appropriate resource(s) to assist with deployment of integration components and execute the test plan in the same designated non-production environment and provide timely system support as needed to maintain operation and availability of the designated non-production environment;
 - Develop and deliver test plan;
 - Provide test data in the designated non-production environment per the test plan;
 - Provide access to ellucian.okta.com with Ethos Integration icon with data access if the Client has Ellucian Analytics or Workflow;
 - The Client's current system must meet the following installation requirements for Ellucian Ethos integration;
 - Banner Student API
 - Banner Integration API
 - Banner Common Database Upgrade
 - Banner Ethos API DB Upgrade
 - SSL configuration (needs to support TLS 1.2) with a certificate from a well-known certificate authority for the Banner Student API
 - SSL configuration (needs to support TLS 1.2) with a certificate from a well-known certificate authority for the Banner Integration API
 - Ellucian Messaging Service
 - Banner Events Publisher
 - Order, install, and configure an SSL certificate in 1 non-production and 1 production environment unless specified within scope;
 - Order an SSL certificate from a well-known certificate authority for non-production and production;

- Upgrade and validate that all Banner pre-requisites for the Banner Common DB upgrade and the Ethos API DB upgrade are met;
- Install and/or upgrade the Banner Student API and Ethos Integration API unless specified within scope;
- Run the GUID generation process via the GJAPCTL screen in Banner INB or Banner 9 Admin Pages;
- Install and validate that the Banner DB Upgrade and Ethos DB Upgrade are installed in the Banner environments, in which the API's will be integrated unless specified within scope;
 - The installation must be complete for all licensed Banner modules;
- Install the webserver (Tomcat or WebLogic) with an SSL certificate from a well-known certificate authority unless specified within the scope for the API's to be hosted on;
- For Ellucian Experience:
 - Configure identity provider for Single Sign-on (SSO) before engagement;
 - Perform ongoing content changes and updates;
 - Develop custom cards, pages, and integrations; and
 - Provide required access to the Ethos Integration and Ellucian Experience components.
- For ILP:
 - Configure the Ethos integration tenant to the authoritative source where Ellucian Ethos Data Model mappings are completed;
 - Provide a dedicated non-production environment and a production environment of the LMS, at the minimum release or higher, to configure ILP against;
- For Ethos User Provisioning:
 - Bring in 3rd party (Okta/Azure) knowledge required for an end-to-end implementation;
 - This service is only to set up the configuration of the EUP tool itself;
 - Verify that Ethos integration is fully installed and tested in non-production and production environments;
 - Mappings from SIS data to Ethos integration data models;
 - Banner Ethos API 9.27 or higher;
 - Enable Microsoft O365 (non-production and production) environment via Azure AD Connect synchronization (if applicable);
 - Provision non-production and production servers to host the integration components for the EUP agent;
 - Verify Microsoft Windows Server 2019 or later, or RHEL 8 or later;
 - Provide local administrative rights on the local server to perform administrative functions;
 - Enable the underlying directory with LDAPS, with a valid certificate throughout the entire implementation;
 - Define role criteria and enter the query into the SIS;
 - Define population selections used in bulk mechanics;
 - Configurations required for an end-to-end implementation within Okta/Azure;
 - Add desired container to the directory to store accounts;
- For Experience Toolkit Workshop:
 - Verify that required Ethos Integration and Ellucian Experience components are installed, configured, and ready for use;
 - Development of custom cards, pages, and integrations;
 - Ellucian can provide services to develop custom cards, pages, and integrations for the Client via a separate work order;
- For Integration Consulting:
 - Complete required vendor contractual obligations (e.g., NDA) with vendor before engagement;
 - Manage vendor communication to acquire the sample files or access the sandbox or production environment for API-based integration;
 - Provide documentation about existing integrations and interfaces that are in use today, including but not limited to API specifications, interface matrixes, samples of data exchanged, and other relevant documentation;
 - Provide Third-party application knowledge required for the project. If the Client team has no expertise or availability, the Client will bring in an appropriate third-party integration expert to supply the required information and support;
 - Identify and prioritize integration development projects;

- Provide approval on all project activities, artifacts, and outcomes based on the agreed signoff criteria and the Client acceptance period for approval;
- Provide all technical reference materials and coordinate meetings with vendor technical points of contact for additional information needed for the integration;
- Attend and participate in project status meetings as defined by the Ellucian project manager and the Client project leader;
- Provide access to the valid test data required to develop the integration;
- Identify the critical stakeholders on the business and IT side to participate during the tenure of the project to support with assessment, UAT, and production roll-out phases of the project;
- Identify integration dependencies that will impact the timelines of the project plan and coordinate with Ellucian to plan the project priorities during the modernization roadmap;
- Provide necessary approval for Ellucian to access the Client's non-production and production environment to implement integrations;
- Provide Ellucian with appropriate remote connectivity and all required access to Ellucian products that form a part of this integration (e.g., Ethos Experience, Banner, Ethos Integration);
- Provide acceptance test cases for the integrations;
 - Acceptance test cases must be provided before the start of the development effort;
 - As a part of the user acceptance testing, the Client will execute these test cases to certify the integration that was built; and
- Procure and configure additional infrastructure, software, and support services for the deployment of the integration;
 - For example, Ellucian Cloud Clients may require a supplemental statement of work to deploy an integration in the Ellucian Cloud environment with appropriate operational support.
- For Experience Card Consulting:
 - Complete required vendor contractual obligations (e.g., NDA) with vendor before engagement;
 - Manage vendor communication to acquire the sample files or access the sandbox or production environment for Experience card development projects;
 - Provide documentation, if applicable, about existing integrations and interfaces that are in use today, including but not limited to API specifications, interface matrixes, samples of data exchanged, and other relevant documentation;
 - Provide third-party application knowledge required for the project. If the Client team has no expertise or availability, the Client will bring an appropriate third-party integration expert to supply the required information and support;
 - Identification and prioritization of Experience card development projects;
 - Provide approval on all project activities, artifacts, and outcomes based on the agreed signoff criteria and the Client acceptance period for approval;
 - Provide all technical reference materials and coordinate meetings with vendor technical points-of-contact for additional information needed for the Experience card projects;
 - Attend and participate in project status meetings as defined by Ellucian and the Client project leader;
 - Provide access to the valid sample data required to develop the Experience card development;
 - Identify the critical stakeholders on the business and IT side to participate during the tenure of the project to support with assessment, UAT, and production roll-out phases of the project;
 - Identify Experience card project dependencies that will impact the timelines of the project plan and coordinate with Ellucian PM to plan the project priorities during the modernization roadmap;
 - Provide necessary approval for Ellucian to access the Client's non-production and production environment to implement Experience card projects;
 - Provide Ellucian with appropriate remote connectivity and all required access to Ellucian products that form a part of this integration (e.g., Ethos Experience, Banner, Ethos integration);
 - Provide acceptance test cases for the Experience card development.
 - These acceptance test cases must be provided before the start of the development effort.
 - As a part of the user acceptance testing, the Client team will execute these test cases to certify the Experience card development that was built, and
 - Procure and configure additional infrastructure, software, and support services for the deployment of the integration;
 - For example, Ellucian Cloud Clients may require a supplemental statement of work to deploy an integration in the Ellucian Cloud environment with appropriate operational support.
- For Ethos Extensibility Integration Architecture Design Workshop:

- Provide a functioning non-production environment of the external application chosen for this work effort;
 - It must be connected to a configured and fully functioning non-production Ethos environment;
- Ensure workshop participants have a basic understanding of Java so they can review artifacts from this workshop;
- Ensure that the workshop participants have access to the non-production Ethos Integration tenant and the ERP environment and have the required software (as specified in the Service Preparation Document) installed on their computers;
- Provide the Client point of contact responsible for the Ethos Integration component availability; and
- Arrange for appropriate ERP subject matter experts (SMEs) representation/expertise, as needed.
- For Project Management:
 - It is strongly recommended that the Client assign a project manager and adopt a formal internal project management structure in addition to the Ellucian project manager;
 - Provide information to the Ellucian project team per the agreed project schedule that will contribute to project activities and the development of project documents as described in this Scope of Services;
 - Provide acceptance approval for project tasks and Change Requests (CR);
 - Review and update the task's status to verified, if approved, once Ellucian marks a task as complete on the Project Site;
 - Task completion will be determined per the agreed signoff criteria and the Client acceptance period for approval;
 - Change requests will be described in change request documents and will require approval signatures from the Client and Ellucian individuals;
 - Attend and participate in project status update meetings and project stakeholder meetings;
 - Support and otherwise cooperate with Ellucian throughout all project activities, development of documents, and project outcomes; and
 - Provide timeline approval of project change requests before the start of the project change.

Out of Scope for the Ellucian Student Signature Package

Includes, but is not limited to:

- General:
 - MEP or STP platforms;
- For Identity Management Tactical Planning:
 - No technical delivery will happen as part of this service:
- For Ellucian Experience – Setup and Configuration
 - Configuring SSO with a provider besides ADFS, Shibboleth, or Ethos Identity;
 - Configuration or setup of additional integrated licensed products;
 - Data access loading or troubleshooting;
 - Customizations which may be required to provide parity with current portal-like systems;
 - Performing content management and intranet functions, including document storage and collaboration;
 - Performing content migration from the existing portal system to Ellucian Experience;
- For Intelligent Learning Platform 5 implementation:
 - Integration with an LMS other than those currently supported by Ellucian;
 - Installation, upgrade, or migration of Ellucian Portal;
 - Installation or configuration of the Learning Management System for authentication;
 - Installation or configuration of load balancers;
 - Configuration of the Client's network (including DNS or firewall);
 - Language localizations;
- For Ellucian Insights Premium Implementation:
 - Training on the Client reporting tool;
 - Extending data models or custom transformations;
 - Report development;
 - Data lineage and data definitions;
 - Security and user setup;
 - Provisioning of insights environment;
 - Non-Ellucian data sources;
 - Data model training;

- Advanced training in an embedded reporting tool;
- For Ethos User Provisioning:
 - Automated creation of organizational units;
 - Sending welcome emails to newly created users;
 - Roll-back to a previous iteration of the account via EUP itself (the Client may implement snapshot/rollback capabilities for AD/Windows if desired);
 - Custom reporting configurations;
 - Development of ad hoc reports;
 - Ellucian consultants will not provide complex set-up recommendations during the engagement;
 - Level of complexity is defined by the scope for each service;
 - In-depth training for the topics discussed during the functional assessment;
 - Modifications to baseline reports, forms, and web pages;
 - Configuration of Banner portlets for the institutional portal;
 - Customized interfaces to the Banner system;
 - Creating custom jobs that include SQL;
 - Maintenance of software, code, or other delivered items provided under this contract is not within the scope of this service and, if agreed to by the parties, would require a separate contract on an annual basis at additional fees under a separate written agreement; and
 - Post-production support work requested by the Client without a maintenance contract will be time and material cost to the Client.
- For Change Management service:
 - This service provides recommendations for change management, change management process improvement, and periodic measurement practices; it does not include implementation of these recommendations.
- For Degree Works Modernization Consulting:
 - Scribing for pre-requisites, Financial Aid, Athletic Eligibility, and Service Opportunity College audits is not included in this scope of work. If the Client wishes these services to be included, a separate scope of work and work order can be created.
- For Integration Consulting:
 - Ellucian Partners listed as part of the vendor catalog are not in the scope of this integration based on the understanding that the vendor will provide the integration;
 - Services related to implementing non-Ellucian tools;
 - Formal training on Ellucian integration tools;
 - Source code is not distributed for integration;
 - Training on industry standard tools and technologies (e.g., Eclipse, ReactJS, or Java);
 - Configuration and deployment support for existing Ellucian partner integrations; and
 - Ellucian Workflow or Ellucian Experience Card development, set up, and configuration.
- For Experience Card Consulting:
 - Services related to implementing non-Ellucian tools;
 - Formal training on Ellucian integration tools;
 - Source code is not distributed for integration;
 - Training on industry standard tools and technologies (e.g., Eclipse, ReactJS, or Java);
 - Configuration and deployment support for existing Ellucian partner integrations;
 - Ethos integration or Ellucian Workflow development setup and configuration;
 - Data integrations that are not filterable by the ID of the logged-in user;
 - Data integrations from 3rd-party vendor systems; and
 - Custom UI not included within the Ellucian Path Design System.
- For Project Management:
 - Meeting summaries for meetings that Ellucian does not lead or organize.
 - Obtain recommendations on the Banner baseline to remediate SaaS Gaps
 - Request Training on the Banner baseline functionality
 - Unused modules
 - Refresher of modules where necessary
 - Optimize use of Banner baseline modules

Any recommendations may include replacing custom or modified processes with baseline Banner functionality, updating current processes or policies with SaaS friendly options when possible, or more technical solutions that involve extensibility.

High-level Tasks and Deliverables for Ellucian Student Modernization Support

Engagement	High-Level Tasks	Deliverables
Banner Student Assessment	Ellucian will: - Continue with an analysis of the Student module and provide a summary of findings and recommendations for identified topics: - Course Catalog; - Class Schedule; - General Person; - Admissions; - General Student; - Registration; - Self-Service; - Start and End of Term; - Academic History; - Graduation Processing; - Transcript Management; - Transfer Articulation; and - Baseline Banner Reporting.	- Provide up to 20 half-day consulting sessions - Summary report on details of each consulting session

Service Assumptions

- Per the high-level tasks and deliverables defined within the table.

Client Responsibilities

- Provide summary or access for Ellucian to a current refresh of the production database to a non-production environment of Banner for accurate assessment of rules and validations relative to configurations.

Out of Scope

Includes but is not limited to:

- In-depth training for the topics discussed during the Assessment; and
- Ellucian consultants will not provide complex setup recommendations during the engagement.

Solution Architect: Sprint Zero – Description of Services

Overview

This service starts with Sprint 0 which is the foundation of the Navigate to SaaS (N2S) build phase. It establishes alignment between Ellucian and the institution on prioritized business capabilities, technical architecture, data readiness, integration strategy, sprint, release plan, test plan, roadmap, and planning. The goal of Sprint 0 is to finalize a shared understanding of what success looks as defined by documenting all areas to be adopted of the recommended best practice set-up and use of the contracted Ellucian product suite, and documentation of all user stories and design requirements for business-justified solution builds to enhance or adjust the recommended system setup.

The outcome of Sprint 0 is a roadmap and target release plan with assets needed to execute delivery sprints confidently and efficiently. This stage is highlighted by the following outcomes:

- the agreement and sign-off that the Customer and Ellucian have a shared definition of feature complete;
- validated shared understanding of use case needs for all identified build work beyond baseline configuration;
- validated system design- confirming where the customer will adopt baseline functionality and all instances where extra solutioning, reporting, integration build work are needed; and
- documented any change log needs to project scope, timing, and budget in the event that identified work is materially different than contracted scope expectations.

High-level Tasks and Deliverables

Engagement	High-Level Tasks	Deliverables
Provisioning and environment setup	Ellucian will: Establish project governance.	Validated environment, configured with prescriptive system design data, artifacts, and configuration.
Project launch and governance	Ellucian will: - Conduct Kickoff and project orientation meetings; and - Conduct academic calendar review workshop.	Governance Structure Documentation
Strategic and discovery workshops	Ellucian will: - Conduct the Strategic Alignment Engagement, including executive and stakeholder alignment sessions; - Define modernization objectives, success criteria, and governance structure; and - Conduct the Gap Assessment workshop to categorize and validate use case business requirements for known or expected customizations, reports, and integrations.	- Strategic Alignment Workshop analysis outputs - Initial CARM with motivation elements, non-Ellucian integration, and application elements. - Initial solutioning sheet, catalog, and backlog
Capability Model Training	Ellucian will: Deliver training on Ellucian's capability model, SaaS Reference Architecture, and SaaS best practices.	- Capability Model Training Materials - Access to CARM
Baseline E2E Demos	Ellucian will: - Demonstrate baseline SaaS functionality across key modules; and - Highlight differences from legacy processes and identify modernization opportunities.	- Demonstrate baseline SaaS functionality across key modules. - Highlight differences from legacy processes and identify modernization opportunities. - Baseline E2E Demo Recordings/Materials
Architecture Alignment	Ellucian will: - Demonstrate baseline SaaS functionality across key modules; - Highlight differences from legacy processes and identify modernization opportunities; - Validate and catalog adoption of recommended system configuration and best practice use; - Validate and catalog business-justified build needs that deviate from baseline setup, including extensibility solution builds, reporting, and integrations; and - Document areas requiring remediation or extensibility.	- End-to-end BPMN lucid charts with customer-specific solutioning design - Solutioning Sheet catalog/backlog - Updated CARM: Customer required non-Ellucian application processes, components, user stories, design diagrams, mappings to capabilities, and business processes
Solution design	Ellucian will: Work cross-functionally in the project team to create sets of recommended solution designs to meet business-justified build work items.	- Fit/Gap Analysis Documentation - Remediation and Extensibility Recommendations
Testing Strategy & Process	Ellucian will: - Develop a testing plan for the phased migration; and - Define test environments, data sets, and validation processes.	- Testing Plan - Test Environment and Data Set Plan

Integration Assessment & Strategy Planning	Ellucian will: • Inventory and assess all current integrations; • Develop an extensibility solution matrix with recommendations for SaaS-compatible solutions; and • Prioritize integrations for remediation or replacement.	• Integration Inventory and Assessment Report • Extensibility Solution Matrix • Integration Remediation Plan
Reporting Assessment	Ellucian will: • Review current reporting landscape; • Identify reports requiring redesign or migration; and • Develop a reporting migration plan.	• Reporting Assessment Report • Reporting Migration Plan
Data Migration Planning	Ellucian will: • Develop a data migration strategy and crosswalk/conversion mapping workbooks; and • Identify data quality and profiling requirements.	• Data Migration Strategy Document • Data Mapping Workbooks • Data Quality Assessment
Roadmap and Release Planning	Ellucian will: • Create a roadmap and target release plan, including all baseline setup and extra build work items; and • Execute stage gate sign-offs for roadmap, release plan, and include project plan or scope impacts where relevant.	• Roadmap of capability-by-capability configuration and build timeline • Release plan, sprint backlog, and user stories for all build work beyond baseline setup.

Sprint Zero Institutional Participation & Governance Assumptions

- Participation by relevant platform, integration, and product SMEs in capability alignment workshops;
- Documentation and sign-off of capability adoption scope and any approved SaaS-safe variations;
- Definition and agreement on baseline configuration and expected delivered artifacts per capability;
- Confirmation of data assumptions and migration scope for the baseline data load(s) required to test end-to-end capability execution;
- Draft solution design for any build stories within initial capability releases;
- Integrated release roadmap and resourcing plan across all delivery tracks.

Baseline definitions and in-development products

- The delivery model presumes adoption of Ellucian's recommended baseline configuration for each capability
- Customers may elect not to use a baseline asset; however, opting out of a baseline component constitutes a deviation and may require additional scope, services, or configuration effort. All deviations will be documented, estimated, and approved prior to execution.
- Ellucian will complete the baseline configuration and setup across all products required to light up each capability area, including Experience, Ethos extensions, Insights, and applicable workflow components, where baseline assets exist. (all product entitlements in the contract)
- Customer participation is required in the co-review of baseline configurations and confirmation of adoption of the Ellucian recommended practice. Any requests to deviate from baseline will be evaluated in Sprint 0 and documented as build stories.
 - Where road-mapped new baseline assets are not yet productized at project start, but are expected to be released GA during project duration, special discussions will take place to evaluate and confirm project decisions related to any project timeline impacts to allow for potential adoption of new productized capability functionality. Where not yet GA, a decision is confirmed to not change the project timeline to allow for exploration once GA Ellucian treats these as build stories that are deltas from the current state GA baseline, and will only configure them in line with the decision tree and governance protocols applied to the rest of the backlog of build work that is above and beyond baseline config and setup.

Institution Participation Requirements

- Successful execution of Sprint Zero requires the institution to provide timely access to functional, technical, and decision-making stakeholders as identified by Ellucian. Stakeholder participation must include both business (functional) and IT (technical) representatives for each capability alignment session as defined in the Sprint Zero agendas.
- The institution is responsible for securing participation from all required resources at the scheduled session times. If the institution is unable to provide appropriate participation, Ellucian may delay, reschedule, or re-sequence planned activities. Delays or resourcing gaps impacting Sprint Zero participation may result in timeline impact, deferred decisions, and/or change order(s) to reconcile additional effort required to re-run or supplement sessions.
- Solution designs and build decisions to be adopted by later cohorts will be made collectively during Sprint Zero of the Golden Image project
- Where multiple distinct architectures or integration patterns are identified through sprint 0 and requested or required to support platform variance across campuses, such design and build activity will be scoped separately and will require change order(s).

Decision-Making and Timeliness

- The ability to progress through Sprint Zero and into build cycles is contingent upon timely institutional decision-making and proper adherence to participation needs. Required decisions not made within the Sprint Zero process may result in delayed build sequencing or change order(s) to support re-planning and re-facilitation.

Solution Architect: Delivery Sprints – Description of Services

Overview

Iterative capability delivery, each delivery sprint targets a logical grouping of stories within a capability area(s) that can be configured, tested, and validated within a short time horizon. These stories will be a combination of baseline standard setup, where the baseline is adopted, and “build” stories, where solution design and development, along with validation and testing, take place. These capabilities are sequenced based on system build dependency, business priority, data readiness and dependency, and academic calendar fit. Sprints are structured around standard Scrum-type ceremonies—Sprint Planning, Standups/check-ins, Sprint Reviews, and Retrospectives—and incorporate embedded change management and testing at every step. Baseline configuration and build stories will include coordinated smoke testing within each sprint cycle to confirm that core cross-product functionality is operational prior to stage progression. Additional end-to-end business simulation testing will occur during UAT.

High-level Tasks and Deliverables

Engagement	High-Level Tasks	Deliverables
Sprint Planning	Ellucian will: • Confirm scope, stories, test scenarios, roles & timeline.	• Sprint Plan • Updated RAID Log
Configuration	Ellucian will: • System configuration based on capability templates and institutional variants.	• Configured Environments • Validation Logs
Testing and Validation	Ellucian will: • Execute capability-based test scripts with institutional users.	• Test Results • User Feedback
Change Enablement	Ellucian will: • Targeted enablement activities tied to capabilities being delivered.	• Role-based Job Aids • Updated Training Scripts
Sprint Review	Ellucian will: • Demo & feedback on delivered capabilities.	• Sprint Demo Deck • Feedback Log • Adjustments to release plan/roadmap, if needed depending on sprint outcomes

Capabilities In Scope

The following represents a modular view of the product functionality and system configuration corresponding to the capabilities considered in scope under this Statement of Work: Banner Student (ST), Financial Aid (FA), Accounts Receivable (AR), Banner Human Resources (HR), and Banner Finance (FI).

Solution Design and Backlog Definition.

A comprehensive solution backlog shall be completed during Sprint 0 to define any SaaS-safe amendments to the baseline recommended configuration and functional use patterns for each capability area. All solution design documentation and proposed configurations must receive formal sign-off from designated stakeholders before any solution build work may commence for each respective business capability area.

Each capability area must successfully complete a formal Stage Gate review before transitioning to the User Acceptance Testing (UAT) environment. To satisfy Stage Gate approval criteria, the following conditions must be met for each capability area:

- **Complete Configuration:** All system configurations, setups, and integrations related to the capability area must be finalized in the development environment;
- **Development Completion:** All custom development work, modifications, and enhancements must be completed and deployed;
- **Unit Testing:** Comprehensive unit testing must be executed and passed for all components within the capability area, including:
 - All product modules associated with the capability;
 - All integrations between products and capability components;
 - All custom configurations and developments;
- **Test Evidence Documentation:** Complete unit test results, defect logs, and remediation evidence must be documented and reviewed; and
- **Technical Validation:** Technical team sign-off confirming all development environment validations are complete.

Experience Content Strategy Workshops – Description of Services

Overview

This service offers a series of moderated workshops designed to guide the Client through the process of identifying, prioritizing, and developing critical persona-centric content within the Experience Platform.

High-Level Tasks and Deliverables for Experience Content Strategy Workshops

Engagement	High-Level Tasks	Deliverables
Experience Content Strategy Workshop	Ellucian will: • Conduct a kickoff call to prepare for the engagement: ○ Provide a demo of Ellucian Experience; ○ Review project plan; ○ Review schedule; ○ Review requirements; • Present persona development training; ○ Work with the Client to identify their primary personas; ○ Work to identify primary user needs; • Deliver content analysis training; ○ Build content inventory; ○ Discuss content types; • Deliver information architecture training; • Determine initial architecture plan and organize identified content; • Deliver content prioritization training; and • Facilitate content prioritization workshop.	• Kickoff call agenda • Persona-based guides • Current / suggested content inventory • Suggested sitemap • Content inventory with prioritization

Service Assumptions

- Prior to engagement, Ellucian will verify with the Client that the necessary components for the functionality to be discussed are installed and functioning and verify that the Client participants have access to the proper elements of the Client non-production environment; and
- This service assumes the Client adopts Ellucian standard tools and technologies to develop the integrations. Other integration tool/technology beyond that will require mutual agreement to proceed; It may result in additional time that the change management process will handle.

Client Responsibilities

- Work with Ellucian to determine service expectations and timeline;
- Circulate Ellucian materials in advance of the service;
- Complete engagement prerequisites by the deadlines provided;
 - Prerequisites may include extracting and delivering data from your system, verifying, and updating the Ellucian software components to the minimum required versions in a non-production environment, or ensuring access to all participants;
 - Engagements will be postponed and the project will be at risk if all pre-work is not completed by the deadlines provided;
 - Delays may result in additional costs;
- Provide current state identity environment documentation; and
- Provide input on desired state or goals of identity environment.

Out of Scope

- Services related to implementing non-Ellucian tools;
- Formal training on Ellucian integration tools;
- Source code is not distributed for integration;
- Training on industry standard tools and technologies (e.g., Eclipse, ReactJS, or Java);
- Configuration and deployment support for existing Ellucian partner integrations;
- Ethos Integration or Ellucian Workflow development setup and configuration;
- Data integrations that are not filterable by the ID of the logged-in user;

- Data integrations from 3rd-party vendor systems; and
- Custom UI not included within the Ellucian Path Design System.

Ellucian Intelligent Processes Business Process Consulting – Description of Services

Overview

Ellucian will deliver a hands-on Workshop to help the Client understand how to configure and use the Ellucian Intelligent Processes product. All hands-on activities performed during the Workshop are conducted in the Client's test environment, and any updates made to the test environment will be available after the Workshop ends.

Ellucian will also deliver sessions to gather workflow requirements (up to 8 business processes) and assist the Client in determining the best solution for building their processes.

High-Level Tasks and Deliverables for Ellucian Intelligent Processes Business Process Consulting

Engagement	High-Level Tasks	Deliverables
Planning and Configuration	Ellucian will: • Conduct project initiation meeting, Workshop service preparation, and preparation for Workshop; • Verify that the necessary components for Ethos Integration and EIP are installed and functioning; • Help Client configure EIP if needed; and • Verify that the Client team participating in the Workshop will have access to their non-production environment.	• Workshop Agenda • Service Preparation Document (SPD)
Workshop	Ellucian will: • Support understanding of the Ellucian EIP architecture and platform; • Provide guidance on how to obtain reference information for Ellucian Experience; • Verify that the components necessary for Ellucian EIP are installed and functioning properly; • Provide recommended practices for Ellucian EIP development; and • Guide Client through hands-on exercises.	• Training material • EIP Workflow Examples
Process Discovery	Ellucian will: • Assist Client with reviewing current business processes; • Assist Client in prioritizing automated workflows that they wish to develop using Intelligent Processes; • Determine what Ethos Data Models, Data Model extensions, Business Process APIs, or specification-based APIs are needed; and • Determine what Intelligent Processes components are needed.	• Specification Template

Service Assumptions

- This workshop is delivered remotely;
- This workshop is limited to a maximum of 10 participants per workshop;
- The workshop will leverage data/configurations from 1 environment. This data will be shared and visible to all the participants in the workshop. During the Service Preparation call, the Client POC's and Ellucian consultant will determine the non-production environment of the school that will be used for the workshop;
- The development of custom EIP workflows for the Client is the responsibility of the Client's technical staff. Ellucian can develop custom EIP workflows for the Client via a separate work order;
- Ellucian Ethos Integration must be configured, and data availability confirmed;

- All Ellucian recommendations will be limited to the capabilities of the EIP product at the time of service delivery;
- The workshop is expected to be a working session on non-production ERP and Ethos Integration and Ellucian Experience component instances;
- The workshop will use a previously-agreed-upon selection of Ethos Data Models for the workshop; and
- Ellucian Experience must be installed and fully configured.

Client Responsibilities

- Client should be trained in Ethos and Ethos Data Connect;
- Client responsible for building and deploying processes to production; and
- Ensure any data clean-up (delete API keys, tokens, shared credentials, extensions, etc.) activities are completed after the service delivery.

Integration Deployment – Description of Services

Overview

This service begins with a review of documented use cases for Ellucian Product-developed integrations to confirm customer acceptance. Once accepted, services to deploy the solution to the Client environment are provided. Ethos technical and functional configurations/validations will also be completed to support the Partner-delivered integrations. The Product and Partner integrations listed in the Categorization section below are within scope.

High-Level Tasks and Deliverables for Integration Deployment

Engagement	High-Level Tasks	Deliverables
Project planning and project kickoff	Ellucian will: • Schedule and facilitate a kickoff call with the Client to plan for the technical and organizational activities required to provide the Integration or Customization.	• Project Plan
Delivery Phase for Implementation for Product Developed Integrations	Ellucian will: • Undertake a use-case-based discussion for the integrations built by the Ellucian Product team; • Complete the Service Implementation phase for the integrations into the Client's non-production instance; • Support Client UAT phase and obtain sign-off on the integrations; • Complete a technical knowledge transfer session for the integrations; and Complete the service implementation phase for the Product-delivered integrations into the Client's production instance.	• Validate operational integration in 1 non-production and 1 production environment • Product-delivered Service Artifacts for the integrations
Delivery phase for Partner Developed Integrations	Ellucian will: • Support technical setup: ○ Assist in the configuration of the Client Ethos Integration Tenant and provide Ethos Connected Partner with the APIKEY; ○ Support APIUSER setup; • Support functional setup: ○ Support Ethos Connected Partner and Client with the functional data mappings and rules; ○ Support testing and business function-related questions; • Support deployment: ○ Confirm Ethos Integration message flow from Ethos Integration to Ethos Connected Partner	• Validate operational integration in 1 non-production and 1 production environment • Integration Report

Engagement	High-Level Tasks	Deliverables
	and from Ethos Connected Partner to Ethos Integration.	

Service Assumptions

- Configuration and deployment will be in a SaaS environment;
 - 1 non-production and 1 production environment only;
- Product and Partner Delivered integrations are assumed to be deployed as is;
 - If additional use cases are identified during the assessment phase, a Change Order to increase scope and cost will be required;
- The Delivery phase for Partner Developed Integrations scope enables Ellucian to effectively configure Ethos integration tailored to the specific requirements of the Partner integrations;
 - An NDA will need to be executed with the third-party vendors if the Client requires third-party vendors to be involved as part of the scope of this work effort; and
- Source code for delivered integration is not intended to be distributed.

Client Responsibilities

- Provide a designated Ethos Connected Partner non-production environment and production environment for deployment of the integration that is available for Ellucian to have remote access and required privileges for the duration of the engagement;
- Provide the appropriate resource(s) (as identified and agreed to by the parties) to assist with testing of the Ethos and Ethos Connected Partner components and execute the test plan in the same designated non-production environment and provide timely system support as needed to maintain operation and availability of the designated non-production environment.
- Provide test data in the designated non-production environment;
- Provide a Customer Success Center account login for the required Ethos setup;
- Provide the proper setup, configuration, and delivery of the Ethos Connected Partner system
- Provide fully configured single sign-on (SSO authentication or SAML setup with third-party vendors;
- Provide acceptance of project activities, artifacts, and outcomes within one week of delivery;
- Attend and participate in project status meetings as defined by the Ellucian project manager and Client project leader;
- Arrange for third-party vendor's participation or execution of an NDA as needed for the discussions.
- Provide the Ellucian consultant with appropriate remote connectivity and required access to Ellucian products that form a part of the integration (e.g., Ellucian ERP, Ethos Tenants, CRM Advance, CRM Recruit, and Ethos Exchange);

Out of Scope

- Custom development for integration is out of scope.
- SAML single sign-on is out of scope;
- Third-party SSO setup is not supported;
- Services related to implementing non-Ellucian tools;
- Services around delivery or service implementation for integrations not mentioned in the Overview section;
- Formal training on Ellucian integration tools;
- Source code is not distributed for integration;
- Consulting or training services around Ellucian's integration toolset;
- Configuration support for existing Ellucian partner integrations; and
- Ethos Essentials, Ellucian Workflow, or Ellucian Experience environment deployment, setup, and configuration.

Integration Custom Development – Description of Services

Overview

This service provides integration assessment, development, delivery, and implementation for the specific integrations listed in the Services Assumptions section below. Ellucian consultants will lead the assessment and delivery phases for identified integrations.

High-Level Tasks and Deliverables for Integration Custom Development

Engagement	High-Level Tasks	Deliverables
Project planning and project kickoff	Ellucian will: Schedule and facilitate a kickoff call with the Client to plan for the technical and organizational activities required to provide the Integration or Customization.	Project Plan
Assessment phase for Ellucian PS Developed Integrations	Ellucian will: - Provide functional and technical service activities in support of the initial discovery for custom development; - Prepare the functional and technical use cases applicable to this integration; - Provide a functional and technical consultant for process discussions and define the integration strategy; - Identify possible approaches to meet the business requirements; and - Identify and map the data to load into the Ellucian ERP list of forms, tables, or available PL/SQL packages, and identify the Ethos API's from the catalog or determine the extensibility patterns.	Assessment Report including field mappings applicable for the integration and the estimates for the development phase
Delivery phase for Ellucian PS Developed Integrations	Ellucian will: - Complete the Service Implementation phase for the Ellucian PS developed integrations into the Client's non-production instance; - Support Client UAT phase and obtain sign-off on the integrations; - Complete a technical knowledge transfer session for the integrations; and - Complete the service implementation phase for the Ellucian PS developed integrations into the Client's production instance.	Specified integrations are developed and deployed in 1 non-production and 1 production SaaS environment
Delivery phase for Partner Developed Integrations	Ellucian will: - Support technical setup: - Assist in the configuration the Client Ethos Integration Tenant and provide Ethos Connected Partner with the APIKEY; - Support APIUSER setup; - Support functional setup: - Support Ethos Connected Partner and Client with the functional data mappings and rules; - Support testing and business function-related questions; - Support deployment: - Confirm Ethos Integration message flow from Ethos Integration to Ethos Connected Partner and from Ethos Connected Partner to Ethos Integration	- Validate operational integration in 1 non-production and 1 production environment - Integration Report

Categorization of Integrations

- No development needed:
 - Baseline or Report
 - Not needed in Future State

Adobe, Inc. Adobe Sign
EDconnect EDconnect
Edquity Edquity
Microsoft Active Directory
National Student Clearinghouse Degree Verification
National Student Clearinghouse Enrollment Reporting
National Student Clearinghouse Enrollment Verification

- **Partner Delivered:**

Anthology, Inc. Blackboard Learn
CollegeNet, Inc. 25Live
CollegeNet, Inc. LYNX
Evisions, Inc. Argos
Evisions, Inc. Form Fusion
JAGGAER eProcurement
Jaggaer Invoicing
National Student Clearinghouse eTranscripts
Nelnet Business Solutions, Inc Connector
Nelnet Business Solutions, Inc. NelNet Campus Commerce
Nelnet Business Solutions, Inc. NelNet Payment Plan
Parchment eTranscripts
Runner EDQ CLEAN_Address
TouchNet Information Systems Bill Pay
TouchNet Information Systems Marketplace
TouchNet Information Systems Payment Center
TouchNet Information Systems uStore
Transact Campus, Inc. Auth
Transact Campus, Inc. ERP Integration

- **Product Delivered:**

AIM AIM		60
AmanoMcGann Transact		40
Blackbaud Raiser's Edge		60
Follett Corporation Bookstore	Marketplace	40
Handshake Handshake	Marketplace (Beta)	40
Maxient LLC Maxient	Marketplace	40
StarRez Student Housing	Marketplace (Beta)	176

- **Customer Developed**

ApplicantStack ApplicantStack
Blackbaud Transact
Cayuse Cayuse
CollegeNet, Inc. Series25

CommonApp CommonApp
EAB Navigate360
Fusion Fusion
Leapfrog Technologies CAT
Leapfrog Technologies CLSS
OCLC, Inc. EZProxy
Peoplesoft Peoplesoft
Qualtrics Qualtrics
Salesforce Salesforce Marketing Cloud
The College Board Accuplacer
Transact CampusID
Transact iParc
Transact Prowatch
United Healthcare United Healthcare

○ **Professional Services Developed:**

Anthology, Inc. Help Desk
CampusLogic AwardLetter
CampusLogic Scholarship Universe
CampusLogic StudentForms
Law School Admission Council (LSAC) ACES2
PyraMed Health Systems Electronic Health Records
Titanium Software, Inc. EMR

Service Assumptions

- Development will be in a SaaS environment;
- The estimated effort for Professional Services Development is based on the information gathered during the initial discovery process, as outlined below in Appendix A;
 - Additional use cases identified during the assessment phase will require a Change Order to increase scope and cost;
 - If the level of complexity initially determined is found to be inaccurate as new information is learned, a Change Request or new Work Order to increase scope and cost will be required;
 - Scope changes, if identified, will be brought to the attention of the project stakeholders for necessary approvals;
- Product and Partner Delivered integrations are assumed to be deployed as is;
 - If additional use cases are identified during the assessment phase, a Change Order to increase scope and cost will be required;
- The Delivery phase for Partner Developed Integrations scope enables Ellucian to effectively configure Ethos integration tailored to the specific requirements of the Partner integrations;
 - An NDA will need to be executed with the third-party vendors if the Client requires third-party vendors to be involved as part of the scope of this work effort;
- This service assumes the Client adopts Ellucian standard tools and technologies (e.g., Ellucian Ethos, Ellucian Experience, Ellucian Data Connect, etc.) for the development effort of the required integration. Other integration tools/technology beyond that will require mutual agreement. It may result in additional time and cost that will be initiated via the Change Request processes;
- From a technical perspective, providing SaaS-compatible architecture is a goal for the scope of this effort. To that end, the architecture suggested will be approved by Ellucian Architects and will leverage baseline ERP APIs. In cases where baseline ERP APIs are not available and Ethos Extensibility tools do not provide

an adequate solution, the intent is to work with the respective Product teams to build them. Work on this scope will continue when the Product teams release the ERP APIs;

- In the uncommon scenario where a SaaS-compatible solution is not possible for the requested use cases, project stakeholders will be engaged to plan out the next steps;
- Source code for delivered integration is not intended to be distributed; and
- Ellucian will provide a yearly maintenance contract separate from this scope, ranging from 18%-21% of the total development costs. This is recommended so that Ellucian can keep the integration solution components up to date with future Ellucian product upgrades applicable to this integration.

Client Responsibilities

- Setup, configuration, or additional work needed on a third-party product as part of an integration being developed between Ellucian and the third-party application;
 - If a batch extract needs to occur from the third-party application, the Client is responsible for performing the necessary activities to extract a file in the agreed-upon format and upload it to the SFTP server for Ellucian to consume;
 - During the import process, the Client will retrieve the Ellucian-generated file from the SFTP server and determine how to import it into the third-party application;
 - Third-party adapter to support the Ellucian-developed components would be purchased by Client directly from the third-party vendor;
 - Services support to help install and configure this adapter would also need to be provided by third-party vendor;
- For Partner Developed integrations:
 - Provide a designated Ethos Connected Partner non-production environment and production environment for deployment of the integration that is available for Ellucian to have remote access and required privileges for the duration of the engagement;
 - Provide the appropriate resource(s) (as identified and agreed to by the parties) to assist with testing of the Ethos and Ethos Connected Partner components and execute the test plan in the same designated non-production environment and provide timely system support as needed to maintain operation and availability of the designated non-production environment.
 - Provide test data entered into the designated non-production environment;
 - Provide a Customer Success Center account login for the required Ethos setup;
 - Provide the proper setup, configuration, and delivery of the Ethos Connected Partner system
- Single sign-on, SSO authentication, or SAML setup with third-party vendors;
- Provide acceptance of project activities, artifacts, and outcomes within one week of delivery;
- Attend and participate in project status meetings as defined by the Ellucian project manager and Client project leader;
- Arrange for third-party vendor's participation or execution of an NDA as needed for the discussions.
- Liaison with third-party vendors to provide sample files in advance of the assessment/development phase;
- Provide the Ellucian consultant with appropriate remote connectivity and required access to Ellucian products that form a part of the integration (e.g., Ellucian ERP, Ethos Tenants, CRM Advance, CRM Recruit, and Ethos Exchange);
- If applicable, provide non-production and production middleware server(s) to host the middleware component(s);
 - Ellucian can provide technical specifications for the server(s) after the assessment phase; and
- For Ellucian Cloud Hosted Clients, if the Client is interested in Ellucian providing the server, the Client will work with Client Assurance Manager to receive a separate quote. The cost of additional servers is not included in the proposal.

Out of Scope

- SAML single sign-on is out of scope;
- Third-party SSO setup is not supported;
- Services related to implementing non-Ellucian tools;
- Services around delivery or service implementation for integrations not mentioned in the Overview section;
- Formal training on Ellucian integration tools;
- Source code is not distributed for integration;
- Consulting or training services around Ellucian's integration toolset;

- Configuration support for existing Ellucian partner integrations; and
- Ethos Essentials, Ellucian Workflow, or Ellucian Experience environment deployment, setup, and configuration.

Evisions IntelCheck Payroll Single Check Build - Description of Services

Overview

Ellucian will provide the following consulting services to the Client in support of the Client's implementation of Evisions components in a non-production environment.

Note: Client acknowledges and agrees that Ellucian may elect to engage Evisions, Inc. to provide Client with these services

High-level Tasks and Deliverables for Evisions IntelCheck Payroll Single Check Build

Engagement	High-Level Tasks	Deliverables
Accounts Payroll Single Check Build	Ellucian will: • Provides IntelCheck check build services in support of Payroll. The included services cover a single check. • Develop, deliver, and test configuration files for Checks, Direct Deposit Statements, and PositivePay files.	• Implementation Documentation

Service Assumptions

- Develop check output based on Client specifications for standard templates only, as outlined in the Evisions IntelCheck Implementation Checklist.
- Develop a PositivePay file to the Client's Bank specification upon request.
- Provide detailed implementation documentation to the Client.
- Develop, deliver, and test configuration files for Checks, Direct Deposit Statements, and PositivePay files.
- Deliver such configuration files within four (4) weeks of receiving the required documentation from the Client for standard check builds.
- Update configuration files to stay current with new versions of Baseline Banner.
- Make staff available to answer Client questions during the implementation process.

Client Responsibilities

- Provide a designated non-production environment representative of the intended production environment for deployment of the integration, which is available for Ellucian to have access to and required privileges for the duration of the engagement.
- Provide the appropriate resource(s) to assist with deploying integration components and executing the test plan in the same designated non-production environment. Provide timely system support as needed to maintain the operation and availability of the designated non-production environment.
- Develop and deliver a test plan.
- Provide test data entered into the designated non-production environment according to the test plan.
- Install the components described herein into a production environment and, in this regard, make the determination as to the appropriate timeframe for this undertaking. Ellucian may provide advisory services during this part of the engagement.

Evisions FormFusion Template Development and Consulting - Description of Services

Overview

Ellucian provides the following consulting services to the Client in support of the Client's implementation of Evisions components in a non-production environment.

Note: Client acknowledges and agrees that Ellucian may elect to engage Evisions, Inc. to provide Client with these services.

High-Level Tasks and Deliverables for Evisions FormFusion Template Development and Consulting

Engagement	High-Level Tasks	Deliverables
FormFusion Template Design	Ellucian will: - Assist the Client in importing a pre-designed template into FormFusion and modifying it to Client specifications or in the design and development of a new template in FormFusion; - Assist the Client in setting up the delivery method: print, email, integrate with a web portal or 3rd party imaging solutions; and - Deliver instructions to the Client in modifying the electronic templates using the FormFusion Developer Tool, adding in new graphics, changing font sizes, or adding additional information from any database.	FormFusion template(s)

Service Assumptions

- Provide training to the Client on the installation and configuration of integration components.

Client Responsibilities

- Any FormFusion development or consulting services mentioned above would require an additional charge to be determined based on the level of effort required. Provide a designated non-production environment representative of the intended production environment for the deployment of the Integration, available for Ellucian to access and have the required privileges for the duration of the engagement.
- Provide the appropriate resource(s) to assist with deploying integration components and executing the test plan in the same designated non-production environment. Provide timely system support as needed to maintain the operation and availability of the designated non-production environment.
- Develop and deliver a test plan.
- Provide test data entered into the designated non-production environment according to the test plan.
- Install the components described herein into a production environment and, in this regard, make the determination as to the appropriate timeframe for this undertaking. Ellucian may provide advisory services during this part of the engagement.

Evisions Intellicheck Accounts Payable Single Check Build - Description of Services Overview

Ellucian will provide the following consulting services to the Client in support of the Client's implementation of Evisions components in a test environment.

Note: Client acknowledges and agrees that Ellucian may elect to engage Evisions, Inc. to provide Client with these services

High-level Tasks and Deliverables for Evisions Intellicheck Accounts Payable Single Check Build

Engagement	High-Level Tasks	Deliverables
Accounts Payable Single Check Build	Ellucian will: - Provide Intellicheck check build services in support of Accounts Payable. The included services cover a single check. - Develop, deliver, and test configuration files for Checks, Direct Deposit Statements, and PositivePay files.	Implementation Documentation

Service Assumptions

- Develop check output based on Client specifications as outlined in the Evisions Intellicheck Implementation Checklist for standard check build templates only;
- Develop a PositivePay file to the Client's Bank specification upon request;
- Provide detailed implementation documentation to the Client;
- Deliver such configuration files within 4 weeks of receiving the required documentation from the Client for standard check builds;
- Make staff available to answer Client questions during the implementation process; and

- Provide knowledge transfer to the Client on the installation and configuration of integration components.

Client Responsibilities

- Work with Ellucian to determine expectations and timeline;
- Provide a designated non-production environment representative of the intended production environment for deployment of the integration, which is available for Ellucian to have access to and required privileges for the duration of the engagement;
- Provide the appropriate resource(s) to assist with deploying integration components and executing the test plan in the same designated non-production environment. Provide timely system support as needed to maintain the operation and availability of the designated non-production environment;
- Develop and deliver a test plan;
- Provide test data entered into the designated non-production environment according to the test plan; and
- Install the components described herein into a production environment and, in this regard, make the determination as to the appropriate timeframe for this undertaking. Ellucian may provide advisory services during this part of the engagement.

SaaS Extensibility Consulting – Description of Services

Overview

This service provides consultative assistance to identify, prioritize, and support the Client's development of SaaS extensibility projects. Ellucian consultants provide education, support, and guidance throughout the implementation or modernization project as the Client completes the work required to configure, test, troubleshoot, and deploy the solutions.

SaaS extensibility projects can be defined as traditional integrations that move data to and from the ERP to an external system or file locations, projects that require an Experience UI, or projects that require Ellucian Workflow functionality.

High-Level Tasks and Deliverables for SaaS Extensibility Consulting

Engagement	High-Level Tasks	Deliverables
Service Planning	Ellucian will: • Conduct discovery to understand the Client-provided current state of the SaaS extensibility projects; • Collaborate with the Client to assess their existing skills; and • Develop a skill enhancement plan, if necessary, focusing on acquiring digital transformation skills in software extensibility projects.	• Skill enhancement recommendation plan • Detail the extensibility items collection list
Extensions Planning	Ellucian will: • Review the Extensions list and work with the Client to categorize the work as either Ellucian baseline, Ellucian Partners, Ellucian delivery, or Client ownership; • Support prioritization of the SaaS extensibility projects; and • Work with the Client Project Manager to develop a high-level plan and address this list of projects.	• Categorized and Prioritized list of SaaS extensibility projects
SaaS Extensibility Mechanisms Education	Ellucian will: • Provide training, guidance, and support to the Client as it completes the work that it is responsible for; • Provide guidance to the Client on Ellucian's recommended software development processes for identified Extensions; and • Recommend commonly occurring extension patterns as examples (e.g., file transfer, file import/export to/from the ERP) to educate the Client on SaaS-compatible mechanisms to address extension use cases.	• Standard software development patterns information • Support articles, and product information • Training provided

Engagement	High-Level Tasks	Deliverables
SaaS Extensibility Consulting, Support, and Follow-up	Ellucian will: - Review the SaaS extensibility projects list to evaluate the projects that the Client will complete leveraging SaaS extensibility mechanics; - Assist the Client with developing a project plan that follows Ellucian's preferred development life cycle; - Coordinate with various Ellucian internal teams needed to align timelines for the extensibility solutions to be delivered by Ellucian; - Provide architectural guidance and support during the SaaS extensibility project delivery phase; - Review weekly status for all the extensibility items and provide engagement notes; and - Escalate items that are at risk or delays in currently scheduled/expected activities.	- Advisory documentation for the project - Scheduled office hours

Service Assumptions

- This service supports Ellucian products that are generally available (GA) at the time the contract is signed;
- The effort determined for this service is Ellucian's recommendation on the time needed for the Client to be enabled on the process to undertake/develop SaaS extensibility projects independently;
 - The Client is expected to leverage the knowledge gained from this engagement for SaaS extensibility projects that may not have been directly addressed within this service engagement;
 - If the Client requires an increased level of effort from Ellucian, an additional work order will be required;
- This engagement will be delivered in 2 phases: Planning and Education/Support;
 - The total duration of both phases is equal to the lesser term of the initial contract or 24 months;
 - The planning phase of the service will be executed as the first step of this service delivery;
 - Sessions are pre-planned and structured;
 - The education/support phase is expected to begin when the Client is ready to start their work to develop extensibility projects:
 - This should not occur before Round 1 of data conversion is completed so that there is sufficient data to support the Education phase;
 - Not all sessions are client-facing;
 - Client-facing education and office hours are scheduled as needed; and
 - These are planned as half-day sessions, not to exceed 2 per week.
- Ellucian will be responsible for creating/supporting any escalations around the scope of the integrations, timelines, and delivery of Extensions;
- This service assumes the Client adopts Ellucian standard tools and technologies to develop the Extensions. Any other Extension tools/technologies beyond that will require mutual agreement to proceed.
- Ellucian will help the Client follow the Ellucian software development methodology (Discovery/Assessment/Delivery) in developing the agreed software extensibility projects. If the Client has an existing process, Ellucian will work with the Client to work through the project objectives.

Client Responsibilities

- Gather and document the current state of the extensibility-related project requirements;
 - Provide at a minimum, a prioritized list of extensions to aid in identifying up to 2 distinct software extensibility project patterns in the Client Production environment for the Education phase of this service implementation;
 - Provide existing documentation around processes and interfaces that are in place today, such as API specifications, interface matrixes, samples of data exchanged, and other relevant documentation;
- Identify and assign a single point of contact that will be responsible for:
 - Tracking and managing the SaaS extensibility projects;
 - Planning the training activities as required and recommended by Ellucian;
 - Determining assignment of resources based on the established priority;
 - Determining the level of effort to complete the identified tasks
 - Co-ordinating Client assigned activities;

- Working with Ellucian to create a detailed/actionable project plan for upcoming SaaS extensibility projects that will be developed by the Client;
- Participate in pre-requisite Ellucian-provided training required before scheduling this service; Required training:
 - Ellucian On-Demand Trainings (<https://training.ellucian.com>);
 - Ethos Integration Overview
 - Ethos Integration Framework
 - Ethos Data Model Overview
 - Business Process APIs
 - Experience and Data Connect Overview
 - Data Connect Fundamentals
 - Ellucian training via SaaS Pass package (sold separately);
 - Ellucian Professional Services-provided Ethos Integration and Experience Toolkit Workshops (sold separately);
- Participate in Client-led or 3rd party offerings for non-Ellucian products;
 - Please note that Ellucian does not provide training on these technologies and the Client is expected to obtain this training independently;
 - JavaScript language
 - GraphQL language
 - RESTful APIs and API architectures
 - Node.js
 - React.js
- Implementation of the Ellucian-supplied extensions in the Client environments;
 - Ellucian may facilitate conversations required to support these Extensions via the Ellucian Action Line and the Ellucian Product team;
- Provide 3rd-party application knowledge required for the project. If the Client has no expertise or availability, the Client will bring an appropriate 3rd-party integration expert to supply the required information and support;
- Acquire base programming skills (if required) and procure training services recommended by Ellucian;
- Provide a cross-functional team of business processes owners/stakeholders and IT owners to participate in the sessions;
- Contribute to group exercises by providing detailed input about the Client's current state and future requirements;
- Bring Functional resources as needed to support specific software development project requirements;
- Ensure that baseline product issues and defects are reported using the Ellucian support mechanism; and
- Keep Ellucian informed on all Extension activities happening on the Client side to allow a 360 view of the extension space.

Out of Scope

- Ellucian development of software extensibility solutions;
- Formal implementation of, or training on non-Ellucian tools and technologies (E.g., ReactJS, JavaScript, NodeJS, Amazon WS, or Java);
- The development of reports; and
- Any additional hardware or software required for the Extensions.

Ellucian Change Management – Description of Services

Overview

This Change Management service connects a Client's strategic goals and the ability to deliver necessary higher education capabilities with the mindset shift required to mature a Client's approach to modernization. The goals of this engagement are to facilitate modernization transformation by helping an institution effectively communicate the benefits/value of the change, embrace a new, consistent approach to modernization, instill confidence in the go-forward direction, and articulate a joint commitment to the Client's plans while discussing and addressing organizational concerns. A key part of this engagement is establishing a quantitative baseline of a Client's current state to re-evaluate progress.

The first three engagements of this service create the initial strategic alignment framework that informs the delivery of follow-on services. Understanding a Client's current state landscape is critical to successful change

preparation and planning. The remaining engagements apply outcomes from the Capability Maturity Assessment and the Cultural Change Propensity Assessment. Ellucian then tailors the services to transform the organizational mindset with a focus on modernization readiness.

High-Level Tasks and Deliverables for Ellucian Change Management

Engagement	High-Level Tasks	Deliverables
Stakeholder Alignment Call	Ellucian will: - Introduce this engagement to key Client stakeholders and outline the unique approach to Ellucian Strategic Change Management through a foundation built on the global higher education capability model, and discuss: - Full review of the program plan; - The value of pursuing such a practice for the Client; - The reasons to pursue such a practice at this time; - The outcomes from this engagement; and - How Ellucian will assess the impact of this engagement.	- Presentation to key Client stakeholders - Alignment on a go-forward plan for delivery
Engagement Kick-Off Workshop	Ellucian will: - Provide an overview and goals of the change management program to the collective team, review the schedule of events and activities; - Introduce change management concepts and models; - Discuss the value of a Change Leadership Advisory Board to provide direction for change strategies and initiatives; - Facilitate the planning to align people, processes, and technology with modernization transformation; - Assess the Client's strategic outcomes and potential roadblocks associated with achieving these outcomes through the course of the modernization through: - Initial baseline strategic plan mapping; - Voice of the Customer outcome mapping; - High-level SWOT discussion; - A current Client operating model assessment; - The PACE layered capability assessment; and - A design principles review.	- Support the establishment of an institutional Change Advisory Board - Outcome report from workshops
Capability Maturity and Cultural Change Propensity Assessments	Ellucian will: - Conduct standard capability maturity assessment across the global higher education capability model to establish a quantitative baseline for current state effectiveness at delivering necessary capabilities across the institution; and - Conduct a cultural change propensity assessment to gauge the current state of change in terms of pace, resistance, and acceptance to establish an organization's change maturity baseline.	- Capability maturity assessment results - Change propensity assessment results - Presentation of assessment
Create the Foundations for Change	Ellucian will: Review the findings from the Capability Maturity Assessment and the Cultural Change Propensity Assessment and discuss impacts on organizational growth and modernization;	Presentation to key Client stakeholders

Engagement	High-Level Tasks	Deliverables
	- Outline considerations for the follow-on engagements informed by the outcomes of the work above – what dimensions of people, process, technology, and data should be considered and where/when to consider them; and - Present an institution-specific Change Management plan built on Kotter's model for change, emphasizing the four critical dimensions of transformation: people, processes, data, and technology.	Deliver a framework for the change program
The People Dimension of Change	Ellucian will: - Present the people dimension of transformation; - Review the impacts of the people dimension impacting the Client that surfaced during the kick-off engagement and follow-on assessments, and how to overcome them through this engagement; and - Discuss how effectively managing the people (cultural) transformation is crucial to influence positive adoption of the changes.	Series of related presentations and discussions
The Process Dimension of Change	Ellucian will: - Present the process dimension of transformation; - Review the impacts of the process dimension impacting the Client that surfaced during the kick-off engagement and follow-on assessments, and how to overcome them through this engagement; and - Review the Ellucian Higher Education Capability Model business process layer and discuss how incorporating that into business process re-engineering at the campus provides a framework for alignment.	- Series of related presentations and discussions - Client-specific business process models
The Technology Dimension of Change	Ellucian will: - Present the technology dimension of transformation; - Provide the current state to future state modernization awareness for local solution support teams, both functional and technical: - Delivered functionality modernizations; - SaaS extension tooling modernizations; and - Changes to application integration patterns.	Series of related presentations and discussions
The Data Dimension of Change	Ellucian will: - Present the data dimension of transformation; - Provide current state to future state modernization awareness for local solution support teams, both functional and technical: - Data configuration changes, improved data practices; and - Reporting environment modernizations.	Series of related presentations and discussions
Develop New Organizational Practices	Ellucian will: - Facilitate the development of a go-forward change plan across the people, process, technology, and data dimensions with a continuous improvement framework to implement a lasting change practice; - Facilitate the planning to cultivate buy-in and advocacy among the end users in the campus community;	- Series of related presentations and discussions - Change practice report

Engagement	High-Level Tasks	Deliverables
	- Conduct training and planning sessions to provide managers with tools to engage with employees about the change initiatives; - Teach managers to apply ADKAR principles of employee engagement; and - Assist with practicing the activities of the above to engrain new practices into steady-state operations.	
Sustaining Change	Ellucian will: Provide support for sustained change practice through 30/60/90-day check-ins post conclusion of engagement to evaluate the impact and effectiveness.	Follow-up report
Engagement Coordination	Ellucian will: - Provide project/engagement management and coordination through collaboration and communication to the Client's key stakeholder(s) through: - Coordinated meeting schedules; - Routine communication with key stakeholders; and - Regular engagement reports.	Monthly status and final reports

Service Assumptions

- Most engagements are remote; however, some engagements can be scheduled for on-site delivery.

Client Responsibilities

- Engage and actively participate in workshops, meetings, and related discussions;
 - Identify schedules for executives, stakeholders, and working members for sessions;
 - Identify workshop participants and request their participation;
 - Schedule meeting rooms and equipment;
 - Schedule focus groups and interviews with stakeholders;
 - Provide a list of workshop participant names and titles;
 - Encourage full attendance and active participation from all participants
 - Cooperate with Ellucian in providing timely and relevant information as requested by Ellucian;
 - Offer timely responses to questions, process assessment clarifications, etc.;
- Provide a current visual representation/documentation of the Client's relevant business artifacts, to include where applicable:
 - High-level organization structure;
 - Institutional strategic plan(s);
 - Related operating models;
 - Business capability models;
 - Business and technical design principles; and
 - Related business and IT maturity assessments;

Testing Lead – Implementation – Description of Services

Overview

This Statement of Work ("SOW") outlines the responsibilities, scope, and deliverables for testing coordination and validation activities performed by Ellucian on behalf of the Client's implementation project. Ellucian's Testing Lead will plan, coordinate, and guide testing activities, while the Client executes and validates results. As a new implementation, Ellucian will provide additional support to establish a structured and repeatable testing framework. Testing is a collaborative effort to ensure shared understanding of readiness, quality, and successful production release.

High-level Tasks and Deliverables

Engagement	High-Level Tasks	Deliverables
Functional and User Acceptance Testing (UAT)	Ellucian will: - Plan and facilitate User Acceptance Testing (UAT) during the project's validation phase; - Provide a comprehensive Test Plan defining the testing approach, entry and exit criteria, environment setup, and acceptance checkpoints; - Provide a UAT skeleton including standard test scenarios and categories derived from the configured solution and best practices; - Assist the Client in tailoring the UAT skeleton to reflect institutional processes, priorities, and success criteria; - Conduct guided working sessions to help Client testers define, execute, and document test cases; - Facilitate test execution meetings, monitor progress, support defect triage, and assist with resolution activities; - Confirm the Client finalizes customized UAT scenarios, performs test execution, and confirms all acceptance criteria are met; and - Jointly with the Client execute end-to-end validation of the configured solution, including integrations, data flows, and extensions, confirming readiness for production.	- Test Plan - UAT Skeleton and Guided Customization Support - UAT Training and Enablement Session(s)
Data Conversion Testing and Validation	Ellucian will: - Guide and oversee data validation after each data conversion cycle in (1) non-production and (1) production environment; - Provide validation templates, training, and support to assist the Client in consistent and traceable validation activities; - Confirm the Client performs data validation, documents discrepancies, and confirms final approval of data accuracy prior to production migration; and - Validate that converted data aligns with institutional business rules and expectations.	UAT Summary Report and Acceptance Confirmation

Service Assumptions

- Testing will be conducted in designated non-production and production environments provided by the Client;
- The Client will assign knowledgeable business and technical resources for UAT and data validation;
- Ellucian's Testing Lead will facilitate and coordinate activities; the Client will execute and validate test results;
- Testing timelines will align with the overall implementation schedule; and
- Maintenance or enhancement work after go-live is not within the scope of this SOW and would require a separate engagement.

Client Responsibilities

- Actively participate in testing activities and adhere to testing schedules;
- Customize and finalize UAT test cases based on institutional needs;
- Execute test scenarios, capture results, and provide feedback;
- Perform data validation, analyze discrepancies, and confirm accuracy before migration;
- Attend training and working sessions to ensure readiness; and
- Approve acceptance documentation confirming readiness for production.

Ellucian Apply and Application Processing Implementation – Description of Services

Overview

Ellucian will meet with the Client to discuss current institutional practices, procedures, policies, and business processes. Ellucian will then utilize this information, along with higher education industry-recommended practices, to support the implementation of Ellucian Apply.

High-Level Tasks and Deliverables for Ellucian Apply and Application Processing Implementation

Engagement	High-Level Tasks	Deliverables
Apply Kick-Off Call	Ellucian will: - Facilitate an Apply Kick-Off Call; - Demo the product; and - Review project timeline, persona development and roles, scope components, and technical prerequisites.	- Task log update - Recording - Technical Requirements Documentation - Personas/Staff identified
Technical - Verification and Troubleshooting	Ellucian will: - Conduct a check and verification call of technical prerequisites; - Confirm that all Ethos and Experience configurations are completed. - Configure and verify the Apply Application in Ethos; and - Review requirements and provide basic troubleshooting and support for outstanding prerequisites.	- Task log update - Recording - Apply Ethos Application Configured - Technical Signoff Document
Applicant Experience Design and Configuration	Ellucian will: - Facilitate the training of Application Designer(s) and Admissions Operations Staff for the design and configuration of apply forms and settings; - Configure 1 inquiry form and 1 application; and - Configure notifications for 1 inquiry and 1 application.	- Task log update - Recording - Complete 1 inquiry and 1 application form
Application Processing and Testing	Ellucian will: Provide training to enable the Client to understand the flow of information and integration for Apply and procedures for processing applications.	- Task log update - Recording
Production Readiness Planning and Support	Ellucian will: - Conduct a production readiness planning session; and - Provide post go-live support to application designers and admissions operations staff.	- Task log update - Recording - Production Readiness Plan - Final Signoff Document

Service Assumptions

- Ellucian Experience and Person Manager are configured, including Ethos connection, SAML authentication, and roles claim, and must be able to log in as a user to Experience;
- The Apply application and integration are based on a pre-defined set of fields; and
- Specific roles sent in the SAML claims are used during authentication into Experience.

Client Responsibilities

- Client can log in, via Ellucian Customer Center, to the Ethos integration console;
- Define and align internal business processes as appropriate across the institution;
- Assign a project leader who will lead the project at the Client's site and be the main point of contact for Ellucian throughout the engagement;
- Identify and provide access to the appropriate IT and application staff members to work with Ellucian throughout the engagement;

- Support process teams to make timely policy decisions that govern the engagement. When Client's teams determine the need for change, these issues will be escalated in a timely manner to Client's process team;
- Identify and provide actual prospective student records to test delivered functionality/configurations/setup in a mutually agreed upon timeline;
- Cooperate with and assist Ellucian as necessary to enable Ellucian to provide the services specified in this Scope of Service and further defined in the Project Definition Document; and
- Complete all determined pre-work prior to the consulting engagements.

Out of Scope

- Custom integration of data to the ERP system.

Data Governance – Description of Services

Overview

Data governance is the framework that ensures the effective management, quality, and security of data assets within an institution. The data governance service assesses the current state of data governance and supports colleges and universities in the development of a data governance framework. Through discovery sessions with key business areas and the review of institutional documents, the service provides high-level recommendations and, as appropriate, tactical approaches to meet more specific and critical short-term needs. Discovery sessions and document review include but are not limited to the functional areas of information technology, institutional research, finance, human resources, academic records, student accounts, and financial aid areas. Requirements will be considered from operational, management, and strategic planning perspectives, and from varied organizational and professional perspectives.

High-level Tasks and Deliverables for Data Governance

Engagement	High-Level Tasks	Deliverables
Pre- Engagement Planning	Ellucian will: • Initiate a Data Governance Pre-Engagement Assessment with customer Executive Sponsor. • Conduct Executive Sponsor preparatory phone conversation with customer to finalize agenda including: ○ Introductions; ○ Review workshop agenda, working sessions, and deliverables; ○ Define workshop and project success; ○ Outline priorities for the workshops; and • Perform cursory current state review of existing documentation concerning data governance practices.	• Data Governance Pre-Engagement Assessment • Data Gathering • Kick Off Session
Discovery	Ellucian will: • Conduct a Data Governance opening session with all identified relevant stakeholders to provide an overview of the schedule, expectations, and to address any immediate questions or concerns; • Conduct a Data Governance Institutional Assessment with relevant institutional stakeholders to get a cursory understanding of the institution's data quality, management, policies, business processes, and risk management; • Engage in interviews and focus group conversations with representatives of information technology, institutional research, and a variety of other functional offices (e.g., financial services, registrar, financial aid, advancement, etc.); and	• Opening session presentation • Data Governance Institutional Assessment • Summary of Discovery results (presented in first workshop session).

Engagement	High-Level Tasks	Deliverables
	Involve senior leaders and managers in discussions to define the data governance needs and expectations of the institution.	
Engagement	Ellucian will: - Provide Data Governance Workshops on the following topics: - Data Governance Framework; - Data Access and Ownership; - Data Quality; - Data Security and Compliance; - Data Governance; - Produce a Data Governance Executive Summary and Report of Findings and Recommendations with the following 3 components: - Executive Summary that highlights the observations and recommendations resulting from the onsite meetings; - Specific Findings and Recommendations that consisting of a description of the current state of data governance along with the recommendations of adjustments to be made (people, process, policies, tools technology) by the Client in the effort to implement strategies and policies to control data quality; and - Roadmap that depicts the client's Data Governance situation in the context of a capability maturity model that may be used by the client to guide the Data Governance strategy development to reach the desired future end state.	- Workshops - A Data Governance Executive Summary and Report of Findings and Recommendations
Establish Data Governance	Ellucian will: Conduct 30-day, 90-day, and 120-day Data Governance Service Follow-up with Client to support progress.	Initiate a Client Data Governance Post-Visit Assessment at 90-day follow-up.

Service Assumptions

- Per the high-level tasks and deliverables defined within the table;
- Client will identify necessary participants; and
- Services will be delivered via virtual meetings.

Client Responsibilities

- Client responsible for stakeholder participation.

Out of Scope

- Includes but not limited to any services not described herein.

Ellucian Journey Implementation – Description of Services

Overview

Ellucian will facilitate the Client project team through a sequence of planning, configuration, and training activities to support the configuration and deployment of Ellucian Journey.

High-Level Tasks and Deliverables for Journey Implementation

Engagement	High-Level Tasks	Deliverables
Technical Services	Ellucian will: Provide guidance and consulting on the integration overview.	

Engagement	High-Level Tasks	Deliverables
Pre-Implementation Demo & Discovery	Ellucian will: • Provide an outcomes-based functional demonstration of the Journey Solution targeted at end-users, including: ○ Consultant Preparation; ○ Functional Demonstration; and ○ Review and Q&A.	
Adoption Readiness Service	Ellucian will: • Facilitate interviews and focus group conversations with representatives from: ○ Information Technology; ○ Continuing Education; ○ Workforce Development; ○ Registrar; ○ Finance; ○ Accounts Receivable; • Engage Client senior leaders and managers in discussions to define the strategic needs and expectations of the institution; • Identify current state and gather information concerning the alignment of the Client's current people, policies, processes, methodologies, and technologies with the Client's strategic plan; • Record opportunities for creating efficiencies in operations by implementing recommended practices in the use of technology; and • Compose an Adoption Readiness Report.	• Adoption Readiness Report
Non-Production Configuration and Integration	Ellucian will: • Provision and integrate 1 Journey non-production environment • Configure Student Information System ("SIS") to prepare for Journey integration; • Configure Data Connect for Journey integration; • Perform Journey reference data import; • Configure of Journey for integration and setting of integration parameters; and • Configure SIS end-to-end integration and validation.	• Journey Non-Production Environment
Production Configuration and Integration	Ellucian will: • Provision and integrate 1 Journey production environment: • Configure SIS to prepare for Journey integration; • Configure Data Connect for Journey integration • Perform Journey reference data import; • Configure of Journey for integration and setting of integration parameters; and • Configure SIS end-to-end integration and validation.	• Journey Production Environment
Configuration Build	Ellucian will: • Provide training and consulting on the following: ○ Functional configuration of the Journey non-production environment; ○ TouchNet Integration Configuration and Validation; ○ Initial offering definition engagement; ○ Journey Skills Mapping; and ○ Journey Personas.	• Configured Journey Non-Production Environment

Engagement	High-Level Tasks	Deliverables
Creating and Managing Academic Offerings	Ellucian will: • Provide training and consulting on the following: ○ Creating fees; ○ Creating courses and sections; ○ Adding course content; ○ Adding class meeting patterns; ○ Adding registration services to courses; and ○ Administrative tools.	Creating and Managing Academic Offerings Simulation Test Cases
Accounts Receivable	Ellucian will: • Provide training and consulting on the following: ○ Accounts receivable overview; ○ Configuring accounts receivable reference data; ○ Managing transactions such as payments or refunds; ○ Payment Gateway configuration and validation; ○ Managing campaigns and discounts; ○ Configuring and exporting the GL export; and ○ Reconciling accounts receivable data.	• Accounts Receivable Simulation Test Cases
Registration Management	Ellucian will: • Provide training and consulting on the following: ○ Configuring data to be collected during registration; ○ Managing student records; ○ Accessing the student gateway; ○ Performing registration changes; ○ Entering attendance; ○ Entering assessments/grades; ○ Configuring and publishing certificates; ○ Registration reports and dashboards; and ○ Administrative tools.	Registration Management Simulation Test Cases
Third-Party Registrations	Ellucian will: • Provide training and consulting on the following: ○ Creating and maintaining organizations; ○ Configuring Enroll and Pay to be accessible for third-party registrations; ○ Enrolling students via third parties; ○ Setting up funding details; ○ Paying with purchase orders; ○ Managing invoices; and ○ Reviewing organization accounts.	Third-Party Registrations Simulation Test Cases
End-to-End Simulation	Ellucian will: • Provide test cases that lead the Client through the process of using Journey from beginning to end; and • Offer advisory support as the Client assumes the responsibility for incorporating Journey into their business processes.	
Ad hoc Reporting	Ellucian will: • Provide ad hoc reporting training.	
Production Build	Ellucian will: • Facilitate a transition to production with the use of the Production Checklist.	Production Checklist
Adoption Assistance	Ellucian will: • Provide management consulting remote check-ins at key milestones following go-live.	
Deployment Support	Ellucian will: • Provide the following: ○ Deployment Support;	

Engagement	High-Level Tasks	Deliverables
	- Integration Support; and - Functional Reinforcement Training.	

Service Assumptions

- Program and courses built will be in support of the agreed-upon target production date;
- This service package assumes consumption of Ellucian ODT content as prerequisites prior to engagements as outlined in the Journey Implementation Guide;
- This service package assumes all technical prerequisites for Ellucian Ethos Integration, Ellucian Data Connect, and Ellucian Experience are satisfied prior to beginning Journey configuration activities. If any prerequisite is found to be unsatisfied, Client understands that Ellucian will provide Technical Services as described in the Ethos Integration Essentials, Data Connect, and Experience Scopes of Work, on a Time-and-Materials basis, billable at then-current rates, to the extent necessary to satisfy all prerequisites for Ethos Integration;
- Client resources will be designated and participate in all scheduled engagements;
- New functionality will be delivered as disabled;
- Training and enablement of new functionality is not delivered with these services and will require additional service hours for enablement and training; and
- Client go-live date will not be concurrent with SaaS Journey upgrade dates.

Client Responsibilities

- Ensure participants have current log-in credentials to the Ellucian Hub and have knowledge of locating product documentation;
- Ensure participants have viewed the Journey ODT content as defined as engagement prerequisites, before the engagement begins;
- Define internal business processes and align as appropriate across the institution;
- Build courses, sections, and programs to support the defined go-live date;
- Validate and execute user acceptance planning and testing in support of go-live readiness;
- Complete end-to-end simulation testing with the assistance of Ellucian;
- Complete simulations at the end of each sprint;
- Responsible for participation and coordination with the Ellucian Cloud Services Team and Payment Gateway Services Provider to allow for configuration and training of the payment gateway; and
- Do not enable Single Sign-On (SSO) capability (if available) in the non-production environment(s) at all times during the implementation project. The client may contact Ellucian after go-live to enable this functionality.

Out of Scope

- Client customizations during and after implementation;
- Building of websites, pages, or web design to support course/schedule search and the integration with Journey registration service;
- Any customizations or localizations to the software, including, but not limited to, user interface, language, or payment gateway, other than those delivered with the software;
- Provisioning, configuration, training, or support for any future functionality or any functionality not included in the licensed edition of Journey;
- Provisioning or Configuration of federated software such as Active Directory, Federated Services or Ellucian Identity Services, unless provided as an add-on;
- Federation of 3rd party software as part of the Federation Services unless specified;
- Single set of login credentials utilized between Journey and any authentication services;
- Configuration of network (including DNS or Firewall);
- Provisioning or configuration of load balancers;
- Ellucian resource to support building any program and courses in anticipation and support of the defined go-live date, unless custom-scoped at an additional cost;
- Multi-entity considerations;
- Training, consulting, support, and building of courses to support community or continuing education outside the scope defined herein;
- Delivery, consulting services, or training related to items listed on Journey roadmap;

- Integration with all systems or platforms external to Ellucian Journey not specifically identified in this Scope of Work, including, but not limited to LMS, ERP, or SIS platforms, payment gateways, or learning management systems;
- Reports or reporting support beyond the standard delivered Journey reports, unless provided as an add-on service;
- Assistance or support for merchants, processors, or payment gateways not identified as supported by Ellucian;
- Support of Financial Aid disbursement;
- Support of the Finance system extract unrelated to ERP;
- Support of credit-granting courses in Journey;
- Student or third-party billing options;
- Access to additional non-production environments used for testing and simulation during the project beyond the production handover event, unless provided as an add-on service;
- Validation of Client-designed simulation cases; and
- Automated student payment plans.

TouchNet Payment Gateway Implementation Scope of Work

Engagement	High Level Tasks	Deliverables
Defined Engagement and Project Management	• TouchNet implementation lead will work with Client's project leaders and Ellucian to review and tailor the Journey project plan to illustrate key tasks associated with the TouchNet implementation. • TouchNet implementation lead will coordinate provisioning, configuration, training and go-live activities with the Client.	Data Gathering Guide
Provisioning and Configuration Services	• The TouchNet Payment Center software will be loaded in the TouchNet Data Center. • Remote configuration, integration, and training will be scheduled with the Client. • TouchNet will work with the Client's key stakeholders and resources to remotely adjust standard project plans to accommodate resource availability and constraints.	
System Testing	• TouchNet will perform remote System Integration Testing after the TouchNet Component Suite is provisioned and configured to allow integration with Ellucian Journey. • TouchNet's testing is not considered to be exhaustive as subsequent testing should be conducted by the Client to ensure adherence with applicable Client business rules and to gain familiarity with the new Payment Center.	
Training	• TouchNet provides training for Payment Center leveraging the Client's non-production environment via Live Meeting. These sessions are a mix of hands-on training and a review of PowerPoint materials.	
User Verification Testing	• It is the responsibility of the Client to ensure adequate resources and time are allocated to perform User Verification Testing of the new Payment Center. • New business processes and functions are introduced as a part of the implementation of Payment Center and it is recommended highly that the Client takes the time during User Verification Testing to validate and refine some of those new processes.	

Ellucian Document Management Implementation

Overview

Ellucian will partner with the institution to design, configure, and deploy an integrated Document Management solution that supports secure storage, efficient retrieval, and processing of institutional documents. This implementation will establish a centralized, scalable platform that streamlines document-related workflows across key functional areas, improves compliance, and enhances the student and staff experience.

High-level Tasks and Deliverables for Banner Student Functional Consulting

Engagement	High-Level Tasks	Deliverables
Organizational and Readiness Review; Project Planning	Ellucian will: - Review the functional aspects of the Software, the technical architecture and the project execution approach; - Plan for organizational activities required to configure and deploy EDM; - Review and confirm roles and responsibilities; - Set due date for the Client's team to return the document worksheet; and - Confirm all information has been provided to begin the implementation.	Document Worksheet
Readiness Validation and Configuration	Ellucian will: - Conduct readiness validation in the Cloud Non-Production and Production environments; and - Conduct initial EDM system configuration to prepare for the Needs Analysis engagements.	
Needs Analysis and Planning	Ellucian will: - Meet with institutional representatives from the technical and functional teams to identify and define intended improvements in business processes and determine the initial configuration of EDM to align with those needs; - Implement priorities and establish timelines; and - Identify project teams for the implementation activities.	Smartsheet update
Needs Analysis and Write-Up	Ellucian will: Create the Needs Analysis document and follow-up with the Client.	Needs Analysis Report
Training and Knowledge Transfer	Ellucian will: - Conduct technical training covering system architecture and IT support and maintenance requirements; - Conduct functional training covering the day use of managing documents in the system, navigating administrative screens in conjunction with the EDM UI for the following business areas: - Admissions - Registrar - Financial Aid - Bursar/AR - Finance - HR - Conduct training on document scanning practices, including scanner operation, document preparation and handling, quality assurance, and standard document capture procedures.	Smartsheet update
Go Live Support	Ellucian will:	

Engagement	High-Level Tasks	Deliverables
	Conduct a session for each functional area to support go live	
Post Implementation Support	Ellucian will: - Meet the Client after the initial implementation and will work with Client staff to: - Assess status and usage of EDM system; - Evaluate EDM usage against initial goals; - Work with business areas in production to observe EDM scanning procedures and provide end-users Q&A session to improve efficiency; - Provide assistance in Workspace/Folder structures; and - Provide refresher administrative training.	Smartsheet update

Service Assumptions

- Services are delivered remotely and upon a mutually defined and agreed upon schedule.
- The Needs Analysis and Planning session can cover multiple departments as part of an initial implementation;
- To the extent this requires the re-engineering or modification of business processes, Client will effectuate the necessary changes; and
- The Client will assume responsibility for requesting upgrades to meet the minimum supported versions required by the EDM system.
- Go live support is subject to consultant availability.

Client Responsibilities

- Client will provide Ellucian with the information, documentation, and access required for delivery of the services described herein.

Out of Scope

- Installation of or upgrades to Software or applications not listed herein;
- Integration activities beyond delivered or baseline integration capabilities; and
- Customizations to the Baseline system are outside the scope of this engagement and will require the negotiation of a separate services engagement.

Ellucian Smart Plan – Implementation – Description of Services

Overview

Ellucian will meet with key Client stakeholders and project team members to deliver professional services for the implementation of Ellucian Smart Plan. The implementation encompasses a range of offerings designed to support the successful deployment and ongoing support of the Smart Plan platform.

High-Level Tasks and Deliverables for Ellucian Smart Plan – Implementation

Engagement	High-Level Tasks	Deliverables
Technical Kickoff and Environment Provisioning	Ellucian will: • Provide an overview of the technical service offering and take questions; • Validate remote connectivity to ERP and degree audit system; and • Confirm single sign-on (SSO) connectivity and access for users.	• Provisioned non-production, production, and registration integration environments
Integration and Data Verification	Ellucian will: • Review the requirements from the degree catalog; • Iteratively refine and troubleshoot the accuracy of the Smart Plan; and • Meet with Client on a weekly basis to review progress.	• Up to 10 configured Valid Smart Plans • Updated project site
Deployment	Ellucian will: • Provide demonstration of Smart Plan using Client-configured plans; • Conduct training sessions; • Configure the Smart Plan dashboard based on Client requirements; and • Meet with Client on a weekly basis to review progress.	• Up to 10 configured Advisor Smart Plans • Branded Smart Plan dashboard • Updated project site
Registration Integration and Training	Ellucian will • Demonstrate registration features within Smart Plan; • Conduct discovery to understand existing registration procedures; • Test the registration functionality using Client-provided scenarios; • Provide support for User Acceptance Testing; and • Conduct load testing to validate the system's scalability.	• Demonstration of registration features • Completed testing of registration processing • Updated project site
Go Live	Ellucian will: • Transfer the configuration settings from the non-production environment to the production environment; • Set up automated processes for regular data updates in the production environment to confirm that the Smart Plan remains up-to-date; and • Closely monitor the live environment to confirm smooth operation.	• Up to 10 Smart Plans configured and operational in Client production environment • Updated project site
Additional Programs Go Live	Ellucian will: • Provide post-go-live-support; • Provide targeted training sessions for the remaining programs to be configured; and • Configure the additional programs within the Smart Plan system.	• Delivery of additional Smart Plans • Updated project site

Service Assumptions

- The initial go-live phase of the Smart Plan product will typically include up to 10 academic programs;

- Client must be live on a supported version of the appropriate Degree Audit system for their ERP prior to implementation commencement.

Client Responsibilities

- Designate a project manager to coordinate all Smart Plan project tasks;
- Customer ERP and degree audit systems must be on a currently supported version before provisioning can begin.
- Confirm the necessary technical infrastructure and access rights for environment provisioning and integration, including stable remote connectivity and reliable SSO implementation utilizing Active Directory;
- Adhere to the database provisioning process outlined in the Smart Plan Technical Setup Guide.
- Allow for timely data refreshes from the ERP system to Ellucian Smart Plan throughout the duration of the project and post-go-live.
- Provide the assigned Ellucian Business Analyst read-only access to the ERP system.
- Confirm that the data is accurate and formatted correctly for integration, and existing systems are compatible with the Smart Plan's requirements;
- Ensure advising staff and key users are available and engaged in training sessions to effectively use Smart Plan upon deployment.

Out of Scope

- Activities that fall within the boundaries of the scope statement as expressly described above are considered “in scope” and are accounted for in the schedule and budget. If an activity falls outside such boundaries, it is considered “out of scope” and is not planned for and not included in the Description of Service

Campus Logic – ClearCost with Insights Implementation – Description of Services

Overview

Ellucian will meet with key staff and decision makers to discuss current institutional practices, procedures, policies, and business processes. Ellucian will then use this information and higher education industry-recommended practices to identify potential improvements.

High-Level Tasks and Deliverables for Campus Logic – ClearCost with Insights Implementation

Engagement	High-Level Tasks	Deliverables
ClearCost Kick-Off Call	Ellucian will: • Schedule a kick-off call to introduce the team, review the Project Plan/Scope of Work, and provide a high-level overview of implementation, integrations, Single Sign-On, and • Review implementation meetings and key school staff who should attend each meeting.	• Timeline; • Implementation Sequence
ClearCost Design Call	Ellucian will: • Review calculator design examples; and • Introduce the asset tracker to assist with the collection of design elements.	• Design Asset Form
ClearCost Financial Aid Discovery Call	Ellucian will: • Review submitted assets; and • Conduct discovery and explain financial aid components;	• Discovery Review
ClearCost CL Connect Baseline Configuration	Ellucian will:	• Training

Engagement	High-Level Tasks	Deliverables
	- Provide information and instruction on hosting and implementing CL Connect, which facilitates the secure transfer of data between ClearCost and the school's internal systems; and - This step may occur concurrently with the Technical or Discovery meetings.	
ClearCost SSO & SPF/DNS Update Complete	Ellucian will: - Provide information and instruction on establishing Single-Sign-On (SSO) for ClearCost; - This step may occur concurrently with other onboarding meetings; - Confirm SSO configuration is complete and tested; and - Confirm SPS/DNS update is complete.	Training
ClearCost Development	Ellucian will: - Provide final mockup for review; and - Develop a calculator for institutional review.	Final mockup
ClearCost User Acceptance Testing (UAT) & Feedback	Ellucian will: - Review calculator and reviewing testing procedures; and - Submit feedback as needed for any additional updates.	Feedback Collection Form
ClearCost Go Live Call	Ellucian will: - Review settings and final mockup; and - Push to production.	Production Ready
ClearCost Complete CL Connect Testing	Ellucian will: Confirm CL Connect is set up correctly and working as expected.	Integration Validation

Service Assumptions

- Per the high-level tasks and deliverables defined within the table.

Client Responsibilities

- Define team members responsible for different phases of onboarding (Core Team, SSO Team, Integrations Team);
- Attend the Technical Discussion regarding configuring and importing data from the school's SIS;
 - The IT person responsible for building the data file must be present for the Technical Discussion;
- Use the information from the CL Connect discussion to set up the server where CL Connect will be hosted;
- Work with the CampusLogic IT Team to confirm the configuration of CL Connect for SIS Data Imports;
- Use the information provided during the SSO meeting to set up SSO for ClearCost;
- Prepare and import data by collecting required information;
- Import all files into Sandbox;
- Troubleshoot issues within the import files;
- Coordinate with campus partners to promote ClearCost on various websites and communication channels on campus;

- Configure their SIS field mapping in ClearCost;
- Ask any product, technical, or implementation-related questions;
- Review settings and update communications
- Design and implement User Management Plan
- Provide all required assets for development in the appropriate format;
- Provide necessary feedback once designed;
- Provide final approval;
- Confirm with the Ellucian team that all setup is complete and working as expected;

Out of Scope

- Includes, but is not limited to, any services not described herein.

Campus Logic – RaiseMe with Insights Implementation – Description of Services

Overview

Ellucian will meet with key staff and decision makers to discuss current institutional practices, procedures, policies, and business processes. Ellucian will then use this information and higher education industry-recommended practices to identify potential improvements.

High-level Tasks and Deliverables for Campus Logic – RaiseMe Onboarding

Engagement	High-Level Tasks	Deliverables
RaiseMe Kick-Off Call	Ellucian will: • Schedule a kick-off call to introduce the team, review the Project Plan/Scope of Work, and provide a high-level overview of implementation, integrations, Single Sign-On; and • Review implementation meetings and key school staff who should attend each meeting.	• Project Timeline • Implementation Sequence
RaiseMe Program Review Call	Ellucian will: • Ask questions to understand the full scope of the school's current process; • Review Sample Student profile; and • Review program for first-time freshmen and transfer students.	• Discovery Review
RaiseMe CL Connect Baseline Configuration	Ellucian will: • Provide information and instruction on hosting and implementing CL Connect, which facilitates the secure transfer of data between RaiseMe and the school's internal systems; and • This step may occur concurrently with the Technical or Discovery meetings.	• Training
RaiseMe SSO & SPF/DNS Update Complete	Ellucian will: • Provide information and instruction on establishing Single-Sign-On (SSO) for RaiseMe;	• Training

Engagement	High-Level Tasks	Deliverables
	- This step may occur concurrently with other onboarding meetings; - Confirm SSO configuration is complete and tested; and - Confirm SPS/DNS update is complete.	
RaiseMe Go Live Call	Ellucian will: - Review Best Practices; - Highlight Messaging feature; - Suggest across-campus strategy meetings for go-live; and - Answer any questions before going live.	Production Ready
RaiseMe Complete CL Connect Testing	Ellucian will: Confirm CL Connect is set up correctly and working as expected.	Integration Validation

Service Assumptions

- Per the high-level tasks and deliverables defined within the table.

Client Responsibilities

- Define team members responsible for different phases of onboarding (Core Team, SSO Team, Integrations Team);
- Attend the Technical Discussion regarding configuring and importing data from the school's SIS;
 - The IT person responsible for building the data file must be present for the Technical Discussion.
- Use the information from the CL Connect discussion to set up the server where CL Connect will be hosted;
- Work with the CampusLogic IT Team to confirm the configuration of CL Connect for SIS Data Imports;
- Coordinate with campus partners to promote RaiseMe on various websites and communication channels on campus;
- Ask any product, technical, or implementation-related questions;
- Provide detailed information regarding their current processes
- Implement rollout plan to students;
- Confirm with the Ellucian team that all setup is complete and working as expected;

Out of Scope

- Includes, but is not limited to, any services not described herein.

Student Financial Success – Scholarship Universe Implementation – Description of Services

Overview

Ellucian will meet with Client project team staff and decision makers to discuss current institutional business practices and policies/procedures. Ellucian will use this institutional information, higher education industry recommended business practices, and Scholarship Universe product functionality to identify potential configuration choices and propose institutional business practices.

High-level Tasks and Deliverables for Student Financial Success – Scholarship Universe Implementation

Engagement	High Level Tasks	Deliverables
Scholarship Universe Project Kick Off	Ellucian will: Schedule a Project Kick Off to introduce the project teams, confirm project outcomes (goals), review the Implementation Project Plan, and provide a high-level overview of the	Implementation Project Plan

Engagement	High Level Tasks	Deliverables
	product, implementation, integrations, Single Sign-On; - Review implementation meetings and Client staff that should participate; and - Establish a recurring meeting series with the client.	
Scholarship Universe Single Sign-On (SSO) Configuration and Email Delivery Configuration	Ellucian will: - Review Single Sign-On (SSO) Configuration and Email Delivery Configuration; - Provide best practices and recommendations for completing SSO Configuration and Email Delivery Configuration; - Support Client (e.g., review/troubleshoot errors) as they complete testing and SSO Configuration in SSO Sandbox and Production environments, and Email Delivery Configuration in Sandbox and Production environments; and - Ensure this step occurs concurrently with other meetings after Project Kickoff.	Training
Scholarship Universe Discovery Discussion	Ellucian will: Review Discovery Questions to understand the Client's current institutional scholarship business practices and processing timeline/lifecycle.	- Training - SU Discovery Questions
Scholarship Universe Technical Discussion	Ellucian will: - Review the SIS Data File integration into Scholarship Universe; - Provide best practices and recommendations for creating a SIS Data File and importing student data into Scholarship Universe; - Review SU Planning Workbook resource for Phase 1 (Institutional Scholarships and SIS Fields); and - Support Client as they begin the development of the SIS Data File.	- Training - SU Planning Workbook - SU Import Files
Scholarship Universe Integrations Configuration	Ellucian will: - Review the elements based on the desired Client integration method/model (CL Connect or Data Connect/Ethos); - Provide best practices and recommendations for completing Integrations Configuration; - Support Client (e.g., review/troubleshoot configuration errors) as they complete testing and Integrations Configuration in Sandbox and Production environments; and - Ensure this step occurs with other meetings after the Technical Discussion.	Training
Scholarship Universe Integrations: Data File Uploads	Ellucian will: - Review integrations elements and options for Integrations: Data File Uploads (e.g. SIS Data File into SU); - Provide best practices and recommendations for completing Integrations: Data File Uploads; - Support Client (e.g., review/troubleshoot Data File Upload errors) as they complete testing and	Training

Engagement	High Level Tasks	Deliverables
	Integrations: Data File Uploads in Sandbox and Production environments; Ensure this step occurs with other meetings after the Technical Discussion.	
Scholarship Universe Communication, Documentation, Support, Training Plan Discussion	Ellucian will: - Review the plans to explain how they support implementation efforts and student/staff adoption; - Provide best practices and recommendations for completing Communication, Documentation, Support, Training Plans; - Provide and review templates for developing Communication, Documentation, Support, and Training Plans; and - Support Client as they develop Communication, Documentation, Support, Training Plans.	- Training - Plan Templates
Scholarship Universe Student Experience	Ellucian will: - Review the Student Experience and Student Profile to explain how students utilize Scholarship Universe; - Review the configuration elements and options (recommended imports vs. manual configuration) for External Scholarships Configuration; - Provide best practices and recommendations for completing External Scholarships configuration; and - Support Client (e.g., review/troubleshoot import files and errors) as they complete testing and External Scholarships configuration in Sandbox and Production environments.	Training
Scholarship Universe Go-live for External Scholarships	- Support Client as they reach the go-live for External Scholarships (students logging into Scholarship Universe for the Student Experience); and - Ensure this step occurs concurrently with other meetings based on the Client's processing timeline/lifecycle.	Training
Scholarship Universe Scholarships Configuration	Ellucian will: - Review configuration elements and options (recommended imports vs. manual configuration) for Scholarships Configuration; - Provide best practices and recommendations for completing Scholarships Configuration (e.g. scholarship types and application design); - Review SU Planning Workbook resource for Phase 2 (Scholarships Import); and - Support Client (e.g., review/troubleshoot import files and errors) as they complete testing and Scholarships Configuration in Sandbox and Production environments.	Training
Scholarship Universe Matching Discussion	Ellucian will: Review configuration elements and options (recommended imports vs. manual configuration) for Matching Configuration;	Training

Engagement	High Level Tasks	Deliverables
	• Provide best practices and recommendations for completing Matching Configuration (e.g., utilize global questions first before adding custom questions); • Review SU Planning Workbook resource for Phase 3 (Matching Import); and • Support Client (e.g., review/troubleshoot import files and errors) as they complete testing and Matching Configuration in Production environment.	
Scholarship Universe SIS Data File Configuration	Ellucian will: • Review configuration elements for SIS Data File Configuration (for SU to process SIS Data File); • Provide best practices and recommendations for completing SIS Data File Configuration; • Support client (e.g., review/troubleshoot Data File Upload errors and performing run simulations) as they complete testing and SIS Data File Configuration in Production environment; and • Support Client as they complete the development and validation of the SIS Data File.	• Training
Scholarship Universe Go-live for Institutional Scholarships	Ellucian will: • Support Client as they reach the go-live for Institutional Scholarships (publishing scholarships so they are student facing); and • Ensure this step occurs concurrently with other meetings based on the Client's processing timeline/lifecycle.	• Training
Scholarship Universe Implementation Review	Ellucian will: • Review usage metrics and reporting options for Client to monitor External Scholarships and Institutional Scholarships (e.g., student application submission rates); • Discuss project status with Client to gather feedback regarding implementation and the project outcomes (goals); and • Support Client as they monitor Institutional Scholarships in Production environment.	• Training • Usage Metrics
Scholarship Universe Integrations: Event Notifications	Ellucian will: • Review integrations elements and options for Integrations: Event Notifications (e.g. student award records from SU); • Provide best practices and recommendations for completing Integrations: Data File Uploads Configuration; • Support Client (e.g. review/troubleshoot Event Notification errors) as they complete testing and Integrations: Event Notifications in Sandbox and Production environments; and • Ensure this step occurs concurrently with other meetings based on the Client's processing timeline/lifecycle.	• Training
Scholarship Universe Review Discussion	Ellucian will:	• Training

Engagement	High Level Tasks	Deliverables
	- Review the configuration elements and options for Review processing (evaluating/scoring student submitted applications); - Provide best practices and recommendations for establishing Review processing business practices; and - Support Client (e.g., discuss processing scenarios and troubleshoot errors) as they establish Review processing business practices and complete Review processing in Production environment.	
Scholarship Universe Award Discussion	Ellucian will: - Review the configuration elements and options for Award processing (making and processing student awards); - Provide best practices and recommendations for establishing Award processing business practices; and - Support Client (e.g., discuss processing scenarios and troubleshoot errors) as they establish Award processing business practices and complete Award processing in Production environment.	Training
Scholarship Universe Rollover Discussion	Ellucian will: - Review the options for Rollover processing (making copies of institutional scholarships for the next scholarship cycle); - Provide best practices and recommendations for establishing Rollover processing business practices; and - Support Client (e.g., discuss configuration update scenarios and troubleshoot errors) as they establish Rollover processing business practices and complete Rollover processing in Production environment.	Training
Project Review	Ellucian will: - Review usage metrics and reporting options for Client to monitor Institutional Scholarships (e.g., award records and remaining budgets); - Discuss project status with Client to gather feedback regarding implementation and the project outcomes (goals); and - Transition client to post-implementation support model.	- Training - Usage Metrics

Service Assumptions

- Per the high-level tasks and deliverables defined within the table.

Client Responsibilities

- Determine project outcomes (goals);
- Determine Client staff for project participation and attend applicable meetings (Core Team, SSO Team, Integrations Team);
- Complete SSO Configuration and Email Delivery Configuration;
- Provide current Client institutional scholarship business practices and processing timeline/lifecycle;

- Complete SU Planning Workbook resource for Phase 1 (Institutional Scholarships and SIS Fields);
- Complete Integrations Configuration (and any applicable testing) based on the Client integration method/model (CL Connect or Data Connect/Ethos);
- Complete Integrations: Data File Uploads configuration (and any applicable testing);
- Develop and execute Communication, Documentation, Support, Training Plans to support implementation efforts and student/staff adoption;
- Complete External Scholarships configuration for all configuration elements (and any applicable testing);
- Determine External Scholarships go-live (students logging into Scholarship Universe for the Student Experience);
- Complete SU Planning Workbook resource for Phase 2 (Scholarships Import);
- Complete Scholarships Configuration for all configuration elements (and any applicable testing);
- Complete SU Planning Workbook resource for Phase 3 (Matching Import);
- Complete Matching Configuration for all configuration elements (and any applicable testing);
- Complete SIS Data File Configuration for all configuration elements (and any applicable testing);
- Complete the development and validation of the SIS Data File (applicable data elements and student population);
- Import the SIS Data File into Scholarship Universe and perform run simulations to test SIS Data File Configuration;
- Determine Institutional Scholarships go-live (publishing scholarships so they are student facing) based on processing timeline/lifecycle;
- Monitor External Scholarships for student usage rates;
- Monitor Institutional Scholarships for matching determination and application submission rates;
- Complete Integrations: Event Notifications configuration (and any applicable testing);
- Establish Review processing business practices and complete Review processing;
- Establish Award processing business practices complete Award processing;
- Establish Rollover processing business practices and complete Rollover processing; and
- Monitor Institutional Scholarships for staff processing (e.g., award records and remaining budgets).

Out of Scope

- Includes but not limited to any services not described herein.

Project Management – Description of Services

Overview

Ellucian will provide Project Management services to the Client using the Ellucian Edge Project Management Methodology.

High-Level Tasks and Deliverables for Project Management

Engagement	High-Level Tasks	Deliverables
Initiation	Ellucian will: • Set up a Project Site; • Introduce the Project Leadership team; • Create a Draft Integrated Project Schedule; • Conduct Ellucian-internal Edge Foundation meeting for the onboarding and assignment of the Ellucian project team; • Compile Project Roster of the Client and Ellucian staff; and • Acclimate the Client to the project site.	• Project Site for Project Collaboration • Integrated Project Schedule (draft) • Initial site Project Roster • Draft Project Scope Statement • Meeting summaries
Planning	Ellucian will: • Conduct Project Planning meetings; • Create project site Project Scope;	• Project Scope Statement for Project Site • Final approved Integrated Project Schedule

Engagement	High-Level Tasks	Deliverables
	- Finalize Integrated Project Schedule and create project site Project Schedule; - Create a Project Budget Baseline; - Document initial Risks, Issues, and Decisions in the project site; - Ellucian advises the Client in the creation of the project Steering Committee and the project Change Control Board; - Conduct Project Kickoff meeting; and - Complete Client Survey for Initiation & Planning.	- Project Schedule for Project Site - Project Budget Reconciliation for Project Site - Project site Risk, Issues, and Decision registers - Project site Change Request Register - Meeting summaries - Client Survey
Execute	Ellucian will: - Conduct regular Project Status Update meetings; - Conduct monthly Executive Stakeholder meetings; - Conduct periodic Project Quality reviews; - Manage project tasks; - Manage Risks, Issues, and Decisions; and - Manage Scope.	- Updates to the site Project Status - Updates to the site Integrated Project Schedule - Updates to the project site Risk, Issues, and Decision registers - Updates to the project site Change Request Register - Meeting summaries
Transition & Close	Ellucian will: - Conduct Project Transition Planning Meeting; and - Complete Client Survey for Project Completion.	- Meeting summaries - Client Survey

Service Assumptions

- The Ellucian Edge Project Management Methodology is delivered via five components: Initiation, Planning, Execution, Transition & Close, and Monitor & Control.
- The Monitor & Control phase overlaps the first four phases to provide Project Governance.
- Ellucian may determine that a portion of the Ellucian application implementation and services for the project will be organized into a subproject. In that case, a subset of the Edge PM Methodology's phases (Plan, Execute, and Transition & Close) will be executed to manage the subproject. The subproject may be managed as a separate project; however, project status rolls up to the main project. The Ellucian Project Director or Project Manager coordinates the integration of the leading project and subproject(s).
- Ellucian and the Client will use an Ellucian-provided Projects website as the home page for the project described by this Scope of Services. This site is the only source of project status for Ellucian and Client project staff, project managers, and executive stakeholders. It provides the following information and deliverables.

Project status dashboard. The status dashboard presents the status through the following:

- Project Status at a glance
- Project Health
- Project Progress
- Milestone Status
- Upcoming Tasks
- Upcoming Events

Registers for:

- Change Requests
- Risks
- Issues
- Decisions

Project Schedule

Project Calendar

Project Roster

Communications Plan
Licensed Products
Project Documents
Project Management Assignment Plan (PMP)

Client Responsibilities

- Provide information to the Ellucian project team per the agreed project schedule that will contribute to project activities and the development of project documents as described in this Scope of Services.
- Provide acceptance approval for project tasks and Change Requests (CR).
When Ellucian staff completes a task within the project site Task list, which may include preparing information that resides on the site or in separate documents and setting the task status to Completed, the Client will approve the task as having been completed (including all related information and documents) by changing the task's status to Verified.
Task completion will be determined per agreed sign-off criteria and Client acceptance period for approval. Change Requests will be described in Change Request documents and require signatures by approved Client and Ellucian individuals.
- Attend and participate in project status update meetings and project stakeholder meetings.
- Support and otherwise cooperate with Ellucian throughout all project activities, development of documents, and project outcomes.
- Provide timeline approval of project change requests before the start of the project change.

Out of Scope

- Meeting summaries for any meetings that Ellucian does not lead or organize.

Appendix A – Included Products and Services

The following Ellucian products are included in and/or considered as part of this proposal:

- **Banner Student Information System (SIS) SaaS** (includes Student & Financial Aid, Degree Planning, FM Need Analysis, Application for Admission functionality; Unified End-User Experience across Desktop and Mobile via Single-Pane-of-Glass Solution; SaaS Data Lake with Embedded Reporting and Enhanced BI Capabilities (w/2TB data storage); Extensibility Framework and Low-Code Tooling leveraging Ethos, Experience SDK, and Data Connect; Self-Service Data Administration & User Provisioning; Intelligent Processes);
- **Banner Finance and Human Resources SaaS;**
- **ISE Enterprise Schedule;**
- **Ellucian Intelligent Learning Platform (ILP);**
- **Ellucian Intelligent Learning Platform (ILP) – LMS for Blackboard;**
- **On-Demand Training (ODT);**
- **Ellucian Insights Enterprise Extensibility;**
- **Ellucian Journey;**
- **Ellucian Document Management;**
- **Ellucian SmartPlan;**
- **ClearCost;**
- **RaiseMe Enrollment;**
- **Scholarship Universe with CampusMetrics;**
- **Student Forms with CampusMetrics.**

Lifelong Learning is an AI-powered solution that connects Institution's curriculum to workforce needs by automatically mapping the skills they teach to the skills employers seek.

Offering	Lifelong Learning
License Type	Cloud Software
Deployment	SaaS ¹
Includes	Availability in US region only • Course Catalog Management • Online Student Registration • Payment processing via TouchNet gateway • Skills extraction • AI Recommendations • Career Path Recommendations • Student lifecycle management • Skillmap taxonomy
Pricing Metrics	Annual Subscription Fee [†]
Maintenance Standards	Please see Subscription Advantage Level
Service Level Agreement	99.5% Availability Please see Ellucian Cloud Service Level Agreement
HW / SW Dependencies	Ellucian Student Signature or Ellucian Student Essentials
SW Supplements	N/A
Available Services	Please work with your Account Executive for appropriate professional services.
Cloud Standards	Please see Cloud Standards
Common Add-On Offerings (Separate purchase required)	N/A
Transition Scenario [†]	N/A
Notes	¹ Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at http://aws.amazon.com/legal . ² In order to access and use the Ellucian Lifelong Learning Cloud Software, Client must separately contract with a merchant services provider (supported by TouchNet) for merchant services (that is, the services that enable a business to accept a transaction payment from a customer's credit card or debit card through a secure channel). Merchant services are not provided by Ellucian and are not included as part of the fees payable to Ellucian.

[†] As specified/described in an Order Form

Offering	Ellucian Student Signature ¹
License Type	Cloud Software
Deployment	SaaS ²
Includes	Administrative and self-service capabilities³: • Recruiting & Admissions • Student Aid • Student Success • Finance (Optional[†]) • HCM (Optional[†]) SaaS Platform capabilities: • Business Process Automation • Document Management (5TB data storage limit) • Reporting & Analytics (2TB data storage limit) • Central Workspace • Built-In LMS Connectors • Low-Code Integrations • Productized Integrations • Regulatory Compliance Reporting • Agentic Chat-Based UI ⁴ On-Demand Training package (25 users) Two (2) SaaS Environments [one (1) production and one (1) non-production]
Pricing Metrics	Annual Subscription Fee [†] based on FTE
Maintenance Standards	Please see Subscription Advantage Plus Level
Service Level Agreement	99.9% Availability Please see Ellucian Cloud Service Level Agreement
HW / SW Dependencies	N/A
SW Supplements	N/A
Available Services	Please work with your Account Executive for appropriate professional services.
Cloud Standards	Please see Ellucian Cloud Software Standards
Common Add-On Offerings	Recruiting & Admissions Advantage Module Student Aid Advantage Module Student Success Advantage Module Lifelong Learning Advantage Module Advancement Advantage Module Additional document management (per 5 TB) Additional reporting storage (per 1 TB) Additional On-Demand Training users (per 25) Additional messages for agentic features (per 500K) Ellucian Purchase by ESM Ellucian Supplier Management by ESM Ellucian Invoice by Emburse Ellucian Travel & Expense Management by Emburse Ellucian Talent Management by NEOED Ellucian Payment Center powered by TouchNet
Notes	1 Advanced administration indicates the technical infrastructure and data models that power your ERP 2 Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at http://aws.amazon.com/legal. 3 See addendum for full matrix of features within each capability 4 FTE based request allotment: <5K FTE: 350K requests 5-10K FTE: 1.1M requests 10K+ FTE: 3M requests

[†] As specified/described in an Order Form

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ELLUCIAN DEFINITIONS

Each term defined below has the meaning given to that term below whenever the term is used in an Order Form or the Documentation unless otherwise defined in the Order Form.

“Baseline” means the general release version of the Software as updated through Ellucian’s provision of both warranty services and Software Support Services, but without any other modification.

“Client Data” means all electronic data or information submitted by Client to the Software or Services.

“Client Personal Data” means certain personal data of Client’s students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations.

“Cloud Services” means those services, including application hosting, remote database administration, application management and other services, that are identified as “Cloud Services” in an Order Form and that are described more particularly therein.

“Cloud Software” means the Software or Component System identified in an Order Form as Cloud Software, SaaS, or Managed Cloud.

“Defect” means a material deviation between the Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

“Delivery Address” means the Client shipping address identified in an Order Form.

“Delivery Date” means the date on which the Software is shipped to the Delivery Address F.O.B. place of shipment or is otherwise made available to Client (i.e., electronic access).

“Documentation” means the on-line and hard copy specifications that Ellucian provides for the Baseline Software and that describe the support, functional and technical capabilities of the Baseline Software, including support details, usage guides, service level descriptions and other similar documentation (see, e.g. <https://www.ellucian.com/contracts-and-documentation>), as updated by Ellucian from time to time.

“Equipment” means the hardware and systems software configuration identified in the Order Form as the Equipment.

“Execution Date” means, with respect to an agreement or any Order Form, the latest date shown on the signature page of the agreement or that Order Form, as applicable.

“Full Time Equivalent” or “FTE” (United States only) is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System (“IPEDS”) client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.



“Full Time Equivalent” or “FTE” (**Canada only**) is determined based on the client-reported Fall Total Full-time and Part-time Student headcounts for Undergraduate and Graduate enrollments to derive a single value.

“Intellectual Property Rights” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, moral rights if applicable, trademarks and service marks, and Confidential Information.

“Maintenance” means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Software (collectively, the “Maintenance Standards”) may be specified in an Order Form.

“New Releases” means new editions (i.e., major and minor releases) of the Baseline Software.

“Order Form” means an ordering document between Client and an Ellucian company that expressly references and incorporates the master agreement. If any terms of an Order Form conflict with any of the master agreement, the terms of the Order Form will control.

“Services” means the applicable Cloud Services, Professional Services and/or Software Support Services.

“Software” means a computer software program licensed or made available to Client pursuant to an Order Form. Software includes source code (if provided), object code, Documentation, all updates and modifications, and all Intellectual Property Rights for the Software.

“Software Supplement” means additional terms and conditions applying to particular Software, as specified in the Documentation. If any terms of a Software Supplement conflict with any other terms of an Order Form, the terms of the Software Supplement will control.

“Software Support Services” means, collectively, Maintenance and New Releases.

“Third Party Component Providers” means third parties utilized by Ellucian to provide components of the Software.

Ellucian Cloud Service Level Agreement

1. Coverage and Terminology.

This Service Level Agreement (the “SLA”) applies to the production Cloud Software instance supported under the Order Form.

Availability: “Availability” means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the production Cloud Software is available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

Measurement: Availability is measured as the ratio of actual Availability to expected Availability resulting in an “Achieved Availability” percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the production Cloud Software instance is scheduled to be available (“Scheduled Uptime”), that the production Cloud Software instance is unavailable for use by Client (“Unscheduled Outage”), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the production Cloud Software is scheduled to be unavailable with Client agreement (“Scheduled Downtime”), and rounded to the nearest 10th (tenth) unless otherwise indicated in the specific SLA definition. The “Achieved Availability” calculation is expressed as:

$$\text{Achieved Availability} = 1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

For the avoidance of doubt, the unavailability of the production Cloud Software instance as a result of scheduled maintenance and emergency maintenance windows will not be considered a service outage and will not give rise to Service Level Credits.

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software instance. Each Cloud Software product’s committed Availability is documented in its Product Specification located at <https://www.ellucian.com/contracts-and-documentation> (the “SLA Availability”). Subject to the terms in this SLA, Ellucian will provide the SLA Availability for the production Cloud Software instance for each Cloud Software product.

A monthly Availability report will be made available within ten (10) business days following Client’s written request.

3. Service Level Credits.

Except under the conditions mentioned in the Conditions section below, if the Availability of the production Cloud Software instance is less than its documented SLA Availability, Ellucian will issue a credit (a “Service Level Credit”) to Client according to the following table.

<i>Production Cloud Software</i>	
Availability	Service Level Credit Issued by Ellucian *
>= SLA Availability	None
99.00% - SLA Availability limit	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee
92.00% - 94.99%	20% of applicable monthly fee
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 5 (“Service Level Credit Request, Payment Procedures”) of this SLA.

4. **Conditions.**

- 4.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:
- Outages, delays, or latency elsewhere on the Internet (including but not limited to upstream internet service providers (ISPs)) that hinder access to the Cloud Software;
 - Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
 - Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
 - Browser or DNS caching that may make the production Cloud Software appear inaccessible when others can still access it;
 - False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
 - File transfer, email or webmail delivery and transmission;
 - Circumstances beyond Ellucian's reasonable control;
 - Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or
 - Functional Cloud Software setup, configuration, or functionality outside the scope of the Order Form.
- 4.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured, or repeated.

5. **Service Level Credit Request, Payment Procedures.**

- 5.1 As part of Ellucian's obligation to provide the Cloud Software, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests by opening a case via Ellucian's ticketing system. Each Service Level Credit request in connection with this SLA must include Client's account name and the dates and times of the unavailability of the production Cloud Software and must be received by Ellucian within thirty (30) days after such production Cloud Software was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software was the cause of the unavailability, then Service Level Credits will be applied within two (2) months after Ellucian's receipt of Client's Service Level Credit request.
- 5.2 The Service Level Credit percentage will be based on the amount of the Cloud Software fee paid by Client for Cloud Software for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Cloud Software fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software. No Service Level Credits will be issued for non-production environments.
- 5.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Cloud Software. Provided, however, if a Service Level Credit is due in the last billing cycle of the Cloud Software Term, then the Service Level Credit will be applied against the fees due in the last billing cycle of the Cloud Software Term or refunded, as the case may be.



Ellucian Cloud Software Standards

Overview

These Ellucian Cloud Software Standards (“Cloud Standards”) set forth the terms of the Ellucian Cloud Software ordered by Client as defined by the Order Form. These Cloud Standards apply to all Cloud Software unless expressly specified otherwise in the Order Form. Unless otherwise defined herein, capitalized terms will have the definition provided in the Order Form or, if not defined therein, the definitions at <https://www.ellucian.com/assets/en/ellucian-definitions.pdf>.

Ellucian Cloud Software is provided pursuant to the Documentation applicable to the services and the Order Form. Ellucian’s delivery of the Cloud Software is conditioned on Client’s and its users’ compliance with the Client’s obligations and responsibilities outlined in the documents and standards. Ellucian may change these Cloud Standards and referenced documents at its discretion, provided the changes will not result in a material reduction in the performance, functionality, security or availability of the Cloud Software during the term of the Order Form.

Cloud Software is deployed at data centers or third party infrastructure service providers retained by Ellucian, with the exception of certain Cloud Software that are deployed at Client’s data center or a third party data center retained by Client. To the extent that certain Cloud Software require Ellucian to deliver hardware components, including gateway equipment, to Client that enable Ellucian to provide these services, then Client must provide space, power and cooling to deploy the Ellucian equipment, and ensure adequate network connectivity for Ellucian to support the services.

The Cloud Standards are comprised of two sections below. Section A applies to all Cloud Software, whether Software as a Service (“SaaS”) or applications hosted in the Ellucian Cloud (“Managed Cloud”). Section B contains additional terms that only apply to Managed Cloud applications.

SECTION A: TERMS THAT APPLY TO ALL CLOUD SOFTWARE

1. **License to Access and Use Cloud Software.** For the Cloud Software identified in the Order Form, and only during the Cloud Software term, Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client’s internal use only. This license is further subject to the usage parameters identified in each instance in the Order Form.
2. **Client Responsibilities and Prohibitions.**
 - Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
 - Client will be responsible for its users’ compliance with this Order Form.
 - Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
 - Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
 - Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.
 - Client will not make the Cloud Software available to anyone other than its authorized users.
 - Client will not sell, resell, rent, or lease the Cloud Software.

- Client will not create any derivative works based on the Cloud Software.
 - Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
 - Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
 - Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
 - Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of the Order Form, the terms of the Software Supplement will control.
3. **Service Level Agreement.** Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") specified in the Cloud Software Documentation.
 4. **Software Support Services.** During the Cloud Software term, as part of the subscription fees set forth in the Order Form, Ellucian will provide Software Support Services for the Cloud Software in accordance with the Maintenance Standards. The application of Software Support Services by Ellucian may result in changes in the form, timing, or other features of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.
 5. **Backups.** Ellucian will conduct regular backup of Client Data. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of Client Data but will only be responsible for appropriately backing up the Client Data contained in the Cloud Software. Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download monthly. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.
 6. **Disaster Recovery.** Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. **Note:** Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined herein.

7. **Personal Data.** To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in the Data Protection Agreement.
8. **Third Party Components.** Notwithstanding anything herein to the contrary, Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.
9. **Fee Adjustments.**
- 9.1 **FTE** – The fee for certain Cloud Software allows Client to use such Cloud Software for not more than the "Contracted FTE" number where specified in the Order Form. Ellucian reserves the right to perform an annual review of Client's then-current FTE. If Client's actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian's then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client's Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that Client's actual FTE decreases below the Contracted FTE at any time during the Software term. Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining Client's then-current FTE.
- 9.2 **3rd Party Escalators** – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3rd party database license fee calculator is changed during the Software term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.
- 9.3 **Extraordinary Resource Requirements** – Cloud Software is provisioned to maintain availability levels consistent with the services levels described in the Ellucian Cloud Service Level Agreement. Application performance may be impacted if Client does not disclose relevant information during the discovery process, or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client's failure to provide

proper discovery, or Client's failure to implement recommended practices. Further, application performance issues attributable to customer customizations or modifications to Ellucian delivered code may drive the need for additional resource requirements; Ellucian and Client agree in good faith to discuss and develop mitigation plans or the need for additional capacity arising from any such changes. Additional resources may be provided under an Order Form to remedy such application performance issues with the execution of an amendment by duly authorized representatives of each party, and the payment by Client of the applicable associated fees.

- 10. Suspension of Cloud Software.** If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.
- 11. Delivery.** Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client's access to the Cloud Software in accordance with the Order Form (the date on which Client is provided with this access is the "Delivery Date" for the purposes of the Cloud Software). In providing the Cloud Software under the Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.
- 12. Post Termination Actions.** Upon termination or expiration of the Cloud Software term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request no later than five (5) days after the end of the Cloud Software term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian's possession, in a commercially reasonable format. Such Client Data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.
- 13. Use of Client Data.** Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, Client Data solely for the purposes of performing Ellucian's obligations under the Order Form and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Cloud Software, and for otherwise improving and enhancing the Cloud Software or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from Client Data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer.
- 14. Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the

Software Support Services provisions and the associated Maintenance Standards). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in the Limitation of Liability, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

15. LIMITATION OF LIABILITY FOR CLOUD SOFTWARE. ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN UNDER THE ORDER FORM FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS LIMITATION OF LIABILITY WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM.

16. Renewal Terms. Cloud Software will renew automatically on a year-to-year basis at Ellucian's then-current rates, unless either party provides written notice to the other party at least ninety (90) days prior to the commencement of the applicable renewal term. Ellucian shall provide Client with current rates in writing at least one hundred twenty (120) days prior to the commencement of the applicable renewal term.

17. Use of contract by other public institutions. The parties agree that the contract resulting from this Order Form may be extended to other public institutions of higher education. Each institution allowed to use this contract shall do so independently of any other institution, and it shall only be responsible for its own purchases. No other institution receives any liability by virtue of this Order Form. Ellucian's pricing is based upon each institution's product and service selections, enrollment and utilization metrics. The final price payable by other institutions may differ from Client's price due to differences in selections and metrics, and it will be documented in a separate order form between Ellucian and the other institution.

18. International Trade Compliance. The parties each agree to comply with all applicable export laws, and that all Order Forms are made subject to United States and other jurisdictions' applicable legal requirements regarding exporting and other international trade transactions. Without limitation, Client will not allow the Software, in whole or in part, to be transferred to another party, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, authorization from a cognizant government authority. Without limitation, Client is prohibited from directly or indirectly supplying, transferring, exporting (or re-exporting) or providing the ability to copy or download the Software to any individual or organization on the United States Treasury Department's List of Specially Designated Nationals and Blocked Persons, the United States Commerce Department's Denied Persons List or Entity List, or any other U.S. government list of parties

with respect to whom or which the U.S. government imposes restrictions on dealings. Ellucian agrees to provide Client with the export classification status of a software product upon request.

- 19. Publicity.** From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

SECTION B: ADDITIONAL TERMS APPLICABLE TO MANAGED CLOUD

- 1. Standard External Interfaces for Integrations.** Installation and operation of supported applications may require connectivity to, and data processing within, environments external to Ellucian or Client networks. Only the following defined integration paths and integration protocols will be installed and supported under an Order Form: (i) those defined baseline integration paths and integration protocols listed within an Order Form (the “Baseline Integrations”); and (ii) any additional integrations specifically listed in an Order Form.

As it relates to any external interfaces/defined third party integration services as described herein, Ellucian will:

- a. Open appropriate access to the Cloud Environment based on the requirements provided by Client. Access is provided via:
 - i. *Public Internet Access* – Used for public facing applications.
 - ii. *Site-to-Site VPN / Peering* – A VPN will be configured between the Client's network and the Ellucian Cloud. Client's network equipment will be leveraged to provide encrypted access for administrative Application interfaces; as a network path for integrations to on-campus services; or for direct access to Database instances for Client programmers.
- b. Support administrative connectivity to the Cloud Environment from defined IP networks with the following protocols as appropriate: HTTP/HTTPS over public internet paths (for non-sensitive/non-protected data only); SSH, and SSHFS over private paths (Site-to-Site VPN/Peering).
- c. Maintain at least 1Gb/sec bi-directional datacenter connectivity to the Public Internet with diverse providers and physical entrances.
- d. Maintain Internet firewalls to protect the applications from unwanted and inappropriate access. Firewalls shall be configured with a default deny rule for inbound traffic.

As it relates to any external interfaces/defined third party integration services as described herein, Client will:

- a. Submit any new interface or integration requirement requests to Ellucian in writing at least fourteen (14) days in advance.
- b. Provide Ellucian with a point-of-contact for communication of activities, planning and requests/requirements.
- c. Ensure data processing within external interfaces/defined third party integration services is in accordance with instructions Client provides to the external vendor (data processor). As such, all of the contractual terms that would otherwise apply to Ellucian transferring Customer's personal data to data processor shall not apply to the transfer of personal data

from Ellucian to external interfaces/defined third party integration services herein as the transfer is occurring at the Client's direction.

- d. Ensure data processor's connection with Client's Ellucian cloud environment shall be in accordance with defined integration paths and protocols.
- e. Allow Ellucian to terminate the connection and/or data transfer of external interfaces/defined third party integration services if Ellucian deems necessary.

2. Delivery Environment.

- 2.1 Ellucian will deliver the Managed Cloud services from a cloud environment satisfying the requirements of the applications hosted under the Order Form.
- 2.2 Ellucian will be responsible for its own costs related to Ellucian's use of the cloud environment.
- 2.3 Ellucian will be responsible for supplying licenses and functionality for the following items in the cloud environment:
 - a. Backup
 - b. Disaster Recovery
 - c. Internet connectivity
 - d. Load balancing
 - e. Monitoring
 - f. Operating Systems
 - g. Security Scanning

3. Managed Cloud Services Functional Requirements.

- 3.1 Ellucian will host all production and non-production environments identified in the Order Form and all associated applications.
- 3.2 Ellucian will provide Client storage for all applications and associated databases.
- 3.3 Ellucian will provide a secure method for the Client to upload and download files necessary for the primary function of the applications.
- 3.4 Ellucian uses a global delivery model in performing the Managed Cloud services, meaning that Ellucian personnel worldwide may be involved in delivery.

4. Onboarding Services. The Cloud Services project manager is responsible for coordinating the Cloud onboarding activities of the overall ERP Cloud implementation project from Ellucian.

Cloud Services Project Manager Roles & Responsibilities:

- To establish a team from Ellucian Cloud Services to plan, direct, and coordinate the move to an Ellucian Cloud product.
- To serve as the primary point of contact from Cloud Services during the lifecycle of the onboarding and to be responsible for the following tasks:
 - Implementation of Cloud Services protocols for the duration of the onboarding.

- Management of Ellucian onboarding project deliverables.
 - Oversight and coordination of communication between the Ellucian Cloud teams and the Customer technical team.
 - Creation of a jointly developed onboarding project plan working closely with the professional service team and customer that aligns with the service (< 12 months).
 - Management of Cloud scope and delivery timetables to be consistent with the objectives of the onboarding and related activities.
 - Establishment and adherence to effective project controls, processes, and procedures.
 - Monitor progress and reporting the status of the onboarding plan activities to all stakeholders.
 - Partnering with the professional services team to ensure the successful move of Customer data to Cloud environments.
 - Coordination and planning of go-live activities and scheduling of the Ellucian Cloud teams and the Customer technical team. Upon successful completion of the Onboarding Project, hand off to Customer Success team.
5. **Ellucian Communications with Client.** During the Cloud Software term, Ellucian will regularly communicate with Client regarding product adoption, upgrades and other projects pertaining to the cloud environment, change management, and problem resolution. In addition, Ellucian will identify a primary point of contact who will act as the point of escalation for any Managed Cloud services-related activities.
6. **Operating System Administration Services.** Ellucian will provide Operating System (“OS”) Administration for the OS environments in the cloud environment. In this regard, Ellucian will be responsible for:
- a. Installations and configurations of the OS environments for application environments.
 - b. Maintaining access to and control of special user accounts used for OS administration (i.e. “ROOT” or “Administrator”).
 - c. Installation of patches and updates from the applicable vendor(s) for OS environments.
 - d. Troubleshooting and resolving OS incidents.
7. **Database and Application Administration Services.** Ellucian will provide Database Administration (“DBA”) services and application administration services for the databases, application homes and application environments as defined in the Order Form.
- 7.1 Ellucian will:
- a. Install, configure, and update applications as defined in the Order Form, and database environments for vendor-specific systems.
 - b. Configure, as defined in the Order Form, baseline application Home environments for vendor-specific systems.
 - c. Perform database system level security administration for the database environments.
 - d. Perform database and application home clones, system refreshes or replications, for the cloud environment as agreed by the parties up to two (2) requests per month.
 - e. Exercise exclusive access and control of DBA privileged or super-user level passwords, to include those application accounts requiring such access, to databases, database instances and applications.

- f. Provide troubleshooting and diagnostic support for the databases, database instances and database homes.
- g. Provide troubleshooting and diagnostic support for the applications, application configurations and application homes.
- h. Provide reasonable assistance with application maintenance issues requiring database and application administration knowledge and experience for designated applications.
- i. Perform tuning and adjusting of database and database instance, and application parameters and configurations based on the specific vendor's recommendations, input from users, and response time sampling based on Ellucian's standard practices for designated applications.
- j. Communicate with third party vendors or other Ellucian business units to resolve escalated issues as they arise for designated applications.

7.2 Client will:

- a. Appoint or provide a user liaison to coordinate and perform the application security administration functions and duties as requested by the Client for the applications.
- b. Appoint or provide user liaison(s) to coordinate and perform the application configuration administration functions and duties as requested by the Client for the applications.
- c. Appoint or provide a single named user liaison to coordinate ERP activities of patches and upgrades for the applications.
- d. Provide for programmers, analysts and user liaisons to research or review custom code, data level problems or data integrity issues for the applications, and to develop and/or correct Client-developed customizations to applications.
- e. Maintain active software support contracts with Ellucian and third party vendors for all applications such that the appropriate vendor will provide personnel to develop and/or correct code in the applications as needed.
- f. Provide functional, technical programming and user liaisons to provide troubleshooting of application issues and to communicate with the applicable software vendor, including opening support contacts with the applicable software vendor.
- g. Perform the function of the job and job stream management role, if applicable; and be responsible for creating, maintaining, and troubleshooting application jobs and job streams submitted either through the application or in a supported scheduling system.
- h. Provide support for all user functions, management and other applications not defined in the Order Form.
- i. Communicate any applicable database or application software standards and procedures for access to designated systems to participating students, faculty, staff and alumni.
- j. Provide all end-user workstation and mobile device desktop and peripherals support for the applications.
- k. Provide support for all user reporting for applications (including those applications defined in the Order Form), including other ancillary third party systems.

8. **Systems Monitoring.** Ellucian will monitor the cloud environment on a 24x7x365 basis.

8.1 Ellucian will monitor the application components and the cloud environment for availability.

8.2 Client will allow Ellucian-based remote services monitoring and security tools reasonable access to the applications.

9. **Managing Service Requests.** Ellucian will deploy an Information Technology Service Management (“ITSM”) tool capable of providing for service incident management, service request fulfillment, change management and knowledge management. Ellucian will adhere to internal change and incident management controls.

9.1 Ellucian will:

- a. Deploy a self-service web portal for the reporting of service incidents, service requests and change requests.
- b. Provide necessary training to Client’s IT staff on the utilization and documentation of requests via the ITSM Self-Service Module.
- c. Provide a service desk with a U.S.-based toll-free phone number monitored on a 24x7x365 basis (including site holidays). Please note that the service desk does not provide end-user support for the applications supported in the Order Form.
- d. Escalate unresolved service incidents or service requests as designated in Ellucian’s incident management process.

9.2 Client will provide Ellucian with current and updated contact information.

10. **Conditions to offer Managed Cloud Services.**

10.1 Ellucian will:

- a. Schedule maintenance windows to perform upgrades to new releases of Cloud Software. Client will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable. Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification, should it be deemed necessary to protect and maintain the security, availability, or integrity of the Cloud Software.

10.2 Client will:

- a. License all applications listed in the Order Form to permit the applications (and other necessary components as reasonably determined by Ellucian and agreed to and approved by Client in writing) to be installed and used on the cloud environment.
- b. Permit and schedule required downtime within reasonable timeframes for the applications and underlying systems for upgrades and maintenance. Client shall not require Ellucian to perform systems maintenance to the production systems while end users, staff, faculty or other users are using such systems. Certain non-production maintenance activities require terminating user access to the applications.
- c. Consult with Ellucian for projects to establish requisite lead times, and Ellucian shall not be responsible for delays or failure to meet Client’s expectations if adequate lead time is not provided.
- d. Bear the cost of all Client-maintained customizations and customized code enhancements required to operate within the cloud environment to the extent not expressly provided through the Order Form.
- e. Not, without the express written consent of Ellucian (such consent not to be unreasonably withheld or delayed), (i) install additional software on, (ii) require additional software to be installed on, or (iii) modify applications or any other software or systems installed on or within, the cloud environment.



ELLUCIAN DATA PROTECTION AGREEMENT

This Data Protection Agreement (“DPA”) forms part of the latest Master Terms and Conditions, Software License & Services Agreement, General Terms and Conditions Agreement, or other underlying agreement (as applicable) between Ellucian and the Client (“Agreement”) pursuant to which the Client may request that Ellucian provide Cloud Software, Cloud Services, Professional Services or Software Support Services (“Services”) by entering into one or more Order Forms.

Definitions

“Data Protection Law” means all laws relating to the Processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to (i) the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”), (ii) regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) and any applicable national implementing law as amended from time to time, and (iii) the UK General Data Protection Regulation (as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) (the “UK GDPR”).

“Information Security Breach” shall have the definition given to it by applicable Data Protection Law, and at a minimum an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data.

“Data Subject” means the person to whom the Personal Data relates.

“Data Subject Rights” means the rights provided to Data Subjects under applicable Data Protection Law regarding the Data Subject’s control of their Personal Data, such as the right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or the right not to be subject to an automated individual decision making.

“Controller”, “Personal Data”, “Process”, “Processed”, “Processing”, and “Processor” shall have the meanings given to them by applicable Data Protection Law.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

Data Protection

1. **Data Processing Details.** An overview of the categories of Personal Data, the categories of Data Subject, and the nature and purposes for which the Personal Data are Processed is provided in Exhibit 1.
2. **Customer Processing Responsibilities.** Client warrants that it has all necessary rights to provide the Client Personal Data to Ellucian for the Processing to be performed in relation to the Services, and that one or more lawful bases set forth in the applicable Data Protection Law support the lawfulness of the Processing where applicable. To the extent required by applicable Data Protection Law, Client is responsible for ensuring that all necessary privacy notices are provided to Data Subjects, and unless another legal basis set forth in the applicable Data protection Law supports the lawfulness of the Processing, that any necessary Data Subject consents to the Processing are obtained, and for ensuring that a record of such consents is maintained. Should such a consent be revoked by a Data Subject, Client is responsible for communicating the fact of such revocation to Ellucian.

3. **Confidentiality.** Ellucian shall ensure that persons authorized to Process the Client Personal Data have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality or are under an appropriate statutory obligation of confidentiality.
4. **Processing Instructions.** Ellucian will Process the Client Personal Data only in accordance with the Client's documented instructions. The parties agree that the relevant Order Form and the Agreement contain the documented instructions from Client to Ellucian to Process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorizes Ellucian to take such steps in the Processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian's obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organizational data security measures. Ellucian shall immediately notify the Client if, in its opinion, any instruction infringes applicable Data Protections Law. Such notification will not constitute a general obligation on the part of Ellucian to monitor or interpret the laws applicable to Client, and such notification will not constitute legal advice to Client.
5. **Data Subject Rights.** As between the parties, Client is responsible for responding to Data Subject Rights requests. Ellucian shall, taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is possible and subject to the terms of the Agreement, to enable Client to fulfil Client's obligation to respond to Data Subject Rights requests under applicable Data Protection Law. If Ellucian receives a Data Subject Rights request directly from a Data Subject, Ellucian shall promptly forward the request to Client once Ellucian has identified that the request is intended for Client. Client authorizes Ellucian to respond to any Data Subject who makes a request to Ellucian to confirm with the individual the identity of Client and to confirm delivery of the request to Client. To the extent legally permitted, Client shall be responsible for any costs arising from Ellucian's provision of such assistance.
6. **Subprocessors.**
 - a. Ellucian will limit access to the Client Personal Data to Ellucian's employees, agents, and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian's obligations under the relevant Order Form. Client agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian's relationship with such subcontractors complies with clause (b) below. Ellucian's list of subcontractors will be provided upon request. Ellucian shall inform Client of any changes to the subcontractor list. Client will have 10 days from receipt of Ellucian's notice to object to such changes. If Client fails to object to such changes within the allotted time frame, such changes shall be deemed accepted. If Client timely sends Ellucian a written objection notice, setting forth a reasonable basis for objection, the Parties will make a good-faith effort to resolve Client's objection. In the absence of a resolution, each Party may terminate the portion of the Services which cannot be provided without the subcontractor.
 - b. Ellucian will require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data.
 - c. Ellucian will remain fully responsible for any subprocessor's failure to fulfil their data protection obligations in accordance with the requirements of this DPA.

- 7. Security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Client and Ellucian shall implement appropriate technical and organizational measures to ensure a level of security of the Processing of Client Personal Data appropriate to the risk. These measures shall include, at a minimum, the security measures set out in [Exhibit 2](#).
- 8. Breach Notification.** Ellucian shall notify Client of an Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware and take reasonable steps to mitigate the effects of the Information Security Breach.
- 9. Audit.**
- a. Upon reasonable prior written notice from Client, Ellucian shall make available to Client such information as is strictly necessary to demonstrate its compliance with this DPA and applicable Data Protection Law and shall, to the extent required by applicable Data Protection Law, allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client. Any costs arising in connection with Ellucian's obligations under this clause shall be promptly reimbursed to Ellucian by the Client upon reasonable request.
 - b. Ellucian uses independent third party auditors at its selection and expense to verify the adequacy of its security measures for Cloud Software and Cloud Services. Client agrees that Ellucian will satisfy Client's right of audit and inspection by providing, no more than once per calendar year upon Client's written request and subject to Client executing a non-disclosure agreement: (i) a copy of the most recent independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable.
 - c. To the extent Client's audit requirements under the Data Protection Laws cannot reasonably be satisfied through the security attestation report, documentation or compliance information Ellucian makes generally available to its customers, Client shall notify Ellucian in writing and the Parties will engage in discussions to determine reasonable and appropriate means to satisfy such requirements.
- 10. Cross-Border Transfers.** To the extent that Client Personal Data Processed under this DPA and the Agreement originates from a Data Subject in the European Economic Area ("[EEA](#)") or the United Kingdom, Ellucian will ensure that, pursuant to applicable Data Protection Law, if Client Personal Data is transferred to a country or territory outside of the EEA (a "[non-EEA country](#)") or the United Kingdom (a "[non-UK country](#)"), then such transfer will only take place if: (a) the non-EEA country or non-UK country, as applicable, ensures an adequate level of data protection; (b) one of the conditions listed in Article 46 GDPR is satisfied; or (c) for internal transfers within the Ellucian group of companies of Client Personal Data that originates from a Data Subject in the EEA, the Client Personal Data is transferred on the basis of Ellucian's Processor Binding Corporate Rules ("[BCRs](#)"), available at [Ellucian Processor Binding Corporate Rules](#). Client shall have the right to enforce the BCRs: (a) against the Ellucian company that is a party to the Agreement for any breaches of these BCRs or the DPA that Ellucian caused; or (b) against Ellucian Ireland Limited for (i) a breach of the BCRs or this DPA by Ellucian (if the Ellucian company party to the Agreement is located outside the EU); or (ii) a breach of any data processing agreement Ellucian has with an external sub-processor located outside of the EU.
- 11. Return and Destruction.** The parties agree that on the termination or completion of the provision of the relevant Services that are the subject of an Order Form, Ellucian and its subcontractors shall, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or shall destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian



prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively Process (except for storage and deletion) such Client Personal Data.

12. **FERPA.** The parties acknowledge that the activities contemplated hereunder may permit Ellucian access to Client Data that may be education records regulated by the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations at 34 CFR 99.33, as amended from time to time, regarding the protection of educational records. Ellucian and Client acknowledge that, with respect to educational records accessed by Ellucian hereunder, Ellucian will be designated as a "school official" with legitimate educational interests in such educational records and Ellucian agrees to abide by the limitations and requirements under FERPA which are imposed on school officials. Ellucian agrees not to use or disclose education records received from or on behalf of Client or otherwise under this Agreement except as permitted or required by this Agreement, as otherwise required or permitted by law, or as authorized in writing by the applicable student or Client, and nothing herein shall be deemed to authorize Ellucian to maintain, use, disclose or share educational records in a manner that would violate applicable law or this Agreement. As used herein, "education records", "school official" and other applicable terms shall have the meanings defined under FERPA and its implementing regulations.
13. **CCPA Compliance.** To the extent that Ellucian receives from Client any "personal information" of any "consumer" subject to the California Consumer Privacy Act ("CCPA") for Processing on behalf of Client pursuant to this DPA, Ellucian and Client shall each comply with all applicable provisions of the CCPA and each Party shall, upon the other's reasonable written request, cooperate in good faith to enter into additional and modified terms to address any amendments to the CCPA or otherwise to ensure the Parties' compliance therewith. To the extent applicable, Ellucian shall be considered a "service provider" to Client under the CCPA, and shall not (a) retain, use or disclose such personal information for any purpose other than for the specific purpose of performing Services under this DPA or as otherwise permitted by the CCPA, including for a valid "business purpose"; (b) retain, use or disclose such personal information for a "commercial purpose" other than providing the Services under this DPA; (c) retain, use or disclose such personal information outside the direct business relationship between Ellucian and Client; (d) combine the personal information received from, or on behalf of, Client with personal information that Ellucian receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that Ellucian may combine personal information to perform any business purpose as defined in regulations adopted by the California Privacy Protection Agency; or (e) "sell" or "share" such personal information. Ellucian understands and certifies that it will comply with the prohibitions outlined herein. For the purposes of this paragraph, the terms "personal information", "consumer", "service provider", "business purpose", "commercial purpose" and "sell" shall have the meanings set forth in the CCPA.
14. **Conflict.** In the event of a conflict between any provisions of the Agreement and the provisions of this DPA, the provisions of this DPA shall govern and control.

Exhibit 1
Details of Processing

1. **Types of Client Personal Data:** The types of Client Personal Data that will be Processed in the scope of the Agreement are under the control of Client as Controller, and may include, but are not limited to, some or all of the following:
 - a. Identifiers, such as first name, last name, initials
 - b. Education and professional qualifications, such as course/certification enrollment, degrees and schooling information, licenses or professional memberships, professional certifications, resume/CV, training courses completed
 - c. Personal characteristics, such as birth certificate number, date of birth, family/dependent/beneficiary data, gender, height, weight, marital status, mother's maiden name, nationality, photographs or video, weight, leisure/interests/misc. preferences
 - d. Contact details, such as business email address, personal email address, emergency contact details, FAX number, personal assistant contact information, business phone numbers, personal phone numbers, business postal address, personal postal address
 - e. IT and Facility Access/Login Information, such as IP/MAC address, mobile device ID or another unique device identifier, password, username, usage/electronic tracking (IT assets, facilities, or cookies, etc.)
 - f. Professional and employment Information, such as absences and leave from work, date of hire, digitized or other electronic signature, employee ID, employer name, employment benefits information, employment expenses information, employment history/evaluations/disciplinary actions, job position being applied for, other job information (supervisor, department, etc), salary/income/hourly rate/fees/bonus/other, title/occupation, working hours/schedule
 - g. Government Identification Numbers, such as alien registration or Visa number; social security number, passport number, or national ID number
 - h. State/province-issued number or driver's/operator's license number
 - i. Financial Information/Payment Card Industry Information, such as bank/financial account number, credit score or credit report information, credit/debit card expiration date, credit/debit card number, credit/debit card service code/CVV/CVC2/CID number, credit/debit cardholder name, financial transactions details or history, personal identification number, security authentication/login data for an individual's Financial Account
 - j. Other Account/Transaction Information, such as account number (e.g., frequent traveler, TSA, non-financial account), insurance claim information
 - k. Location – location or GPS data
 - l. Wealth/asset information
 - m. Criminal data, such as background check or drug screening results, criminal convictions or offenses

2. **Types of Special Categories/Sensitive Personal Data:** The types of special categories/sensitive Client Personal Data that will be Processed in the scope of the Agreement are under the control of Client as Controller, and may include, but are not limited to, some or all of the following:
 - a. Biometric data
 - b. Blood type
 - c. Genetic data
 - d. Health/medical information
 - e. Medicare or Medicaid numbers (U.S.)
 - f. Political opinions
 - g. Racial or ethnic origin
 - h. Religion or philosophical beliefs
 - i. Sexual orientation or sex life

j. Trade union membership

3. **Categories of Data Subjects:** The categories of Data Subjects whose Personal Data will be Processed in the scope of the Agreement are under the control of Client as Controller and may include Client's current and former (a) students, (b) prospective students, (c) parents or benefactors of students or prospective students, (d) alumni, (e) faculty members, (f) administration, (g) employees, (h) prospective employees, (i) vendors / contractors / agents, and (j) donors.
4. **Nature and purpose of the Data Processing:** The nature and purpose of the Processing is to deliver the Services to Client.
5. **Retention Period:** The duration of the Processing shall be in accordance with the terms of the DPA and applicable Order Form.
6. **Frequency of Transfers:** The recurrence of the transfer of data depends on the frequency of any professional services; support and maintenance required by Client for the Service; and the use of other Services used by Client.



Exhibit 2

Technical and Organizational Measures

This Exhibit 2 contains terms governing information security to which Ellucian will adhere during the Cloud Software Term. Ellucian may modify specific security protections from time to time, but will continue to provide at least the same level of security as on the date this DPA became part of the Agreement.

1. Information Security Program

Ellucian will maintain a global Information Security Program aligned with ISO 27001 that will plan, implement and manage processes on an ongoing basis to meet information security objectives and requirements applicable to the Cloud Software delivered worldwide. The Information Security Program will include demonstrable oversight and commitment from Ellucian senior management. The Information Security Program will also include performing information security risk assessments and implementing treatment plans at appropriate intervals, such as when significant changes to the Cloud Software occur.

2. Information Security Compliance

Ellucian will design and maintain a control environment for the Cloud Software aligned with global information security practices and standards such as ISO 27001 and third party attestation frameworks such as SSAE 18 / SOC 1 and SOC 2.

3. Information Security Policy

Ellucian will maintain an Information Security Policy that is approved by senior management and communicated to employees and applicable third parties. The Information Security Policy will identify roles and responsibilities as well as governing principles and control objectives for information security across Ellucian's global business operations. The Information Security Policy will be reviewed annually and supporting standards, guidelines and procedures will be adjusted as appropriate.

4. Information Security Awareness Program

Ellucian will maintain an employee awareness program to allow employees to understand and fulfill their responsibilities for information security, including requirements for personal data privacy, confidentiality, and non-disclosure of information.

5. Personnel Security

Employees will be screened in accordance with relevant laws and such screening will be proportional to employee roles and responsibilities. Employees and applicable third parties will agree to requirements for confidentiality and non-disclosure of information prior to employment or prior to providing services to Ellucian.

6. Physical Security

Depending on the Cloud Software, Ellucian uses third party cloud computing platforms, including, without limitation, Amazon Web Services (AWS) and Microsoft Azure, who are responsible for protecting the global infrastructure upon which the Cloud Software is delivered. These third party cloud computing platform providers will maintain controls to manage and monitor physical access at both the data center perimeter and building ingress points using security staff, or electronic access control validation.

7. Access Control

Ellucian will authorize access to the Cloud Software only for employees and third parties with a legitimate business need. Controls and mechanisms to authenticate access and monitor and prevent unauthorized access to the Cloud Software and Client Data will also be in place. Ellucian will also maintain appropriate onboarding and termination processes to manage revocation of access to the Cloud Software.

8. Data Security

Ellucian will maintain security controls to safeguard Client Data from unauthorized access, modification, disclosure or destruction, or becoming inaccessible to authorized users. Data protection methods will include restricting and monitoring access to information systems, encrypting data in transit and while at rest when necessary or required, maintaining backups of Client Data, and securely returning Client Data to the Client, or disposing or destroying Client Data in a secure manner using techniques consistent with NIST 800-88 ("[Guidelines for Media Sanitization](#)").

9. Cloud Software Security

Ellucian will protect the confidentiality, integrity and availability of Client Data. Ellucian will maintain safeguards for the security of electronic communications networks. Ellucian will also maintain a change management process to control planned and unplanned changes and the installation of software, manage mechanisms to detect threats such as malware, and recording and monitoring security events to identify anomalous or unauthorized activity.

10. Technical Vulnerability Management

Ellucian will maintain a process and supporting tools to evaluate and resolve technical vulnerabilities within the Cloud Software within reasonable timeframes to address the risk of potential exploitation, or system or data compromise.

11. Third Party Security

Ellucian will maintain a process to identify risks to Client Data that are accessible to subprocessors. The process will ensure that relevant information security requirements are incorporated into business agreements with subprocessors and that relevant subprocessor risks are addressed within reasonable timeframes.

12. Information Security Incident Management

Ellucian will maintain an information security incident management program to respond to security incidents within the Cloud Software. Ellucian will provide timely notification to the Client in the event that the Cloud Software or Client Data is known to have suffered an Information Security Breach. Timely notification is defined as providing notice to the Client as soon as reasonably practicable and without undue delay after Ellucian became aware of the Information Security Breach. Ellucian will further maintain a process to capture and apply knowledge gained from such events to address the likelihood of reoccurrence.

13. Business Continuity Management

Ellucian will implement controls designed to maintain the continued availability of the Cloud Software. Controls will include maintaining a defined business continuity management plan relevant to the Cloud Software that, if interrupted, may result in significant downtime or data loss.

ELLUCIAN PROFESSIONAL SERVICES TERMS AND CONDITIONS

Hourly rates specified will be held in place for a period beginning on the Execution Date of an Order Form and ending eighteen (18) months later. Requests for any Professional Services beyond the eighteen (18) month period will be negotiated under a separate order form signed by both parties.

Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.

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 an Order Form. The total amount that Client will pay for services 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.

Fixed Fee services fees will remain valid for a period of one (1) year following the Execution Date of an Order Form; Client must schedule delivery of Fixed Fee services within the one (1) year period or additional charges may apply.

Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Professional Services.

Professional Services Assumptions

As applicable, the following assumptions will apply to Professional Services provided under an Order Form that has been executed between Ellucian and a client:

- 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 project defined herein.
- Client will identify and provide access to their appropriate Information Technology and application staff members to work with and assist Ellucian throughout the engagement(s). 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 identified as onsite within the Services description documents included in this work order or otherwise determined during project planning call. Onsite engagements will require travel and expenses billed to the Client.
- Client understands and agrees that Ellucian may subcontract with Ellucian-affiliated companies or 3rd parties to perform some or all of the responsibilities described in an Order Form, provided, however, that (1) Ellucian will not be relieved of any duty, responsibility or liability under an Order Form by reason of any such subcontracting, and (2) Ellucian will at all times remain responsible to Client for the performance of its responsibilities under an Order Form.
- Services may include non-Client facing time to support activities such as: preparation, research, and documentation.
- Ellucian travel expenses are paid by the Client per the terms and conditions of the contract.
- Services are delivered on a time and materials basis unless otherwise called out within the pricing documents.
- 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 an Order Form or agreed to in advance.
- 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 Statement of Work, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, extensions, and customizations is the responsibility of Client.
- Client participation or shadowing for the installation portion of the engagement, if applicable, is excluded unless specifically defined in the description of Services.
- 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.
- 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.
- If adding additional Ellucian solutions or modules, 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 description of Services are out of scope and will not be provided by Ellucian.
- Ellucian's proposed level of effort outlined in the description of Services is based on the information provided as of the Execution Date. 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.

Cancellation of Scheduled Professional Services. The parties agree that once Client and Ellucian have scheduled a specific time during which Ellucian will provide Professional Services, Ellucian will be obligated to perform and Client will be obligated to obtain and pay Ellucian for such scheduled Professional Services, in accordance with the agreed upon schedule. If Client desires to cancel or postpone scheduled Professional Services, Client must provide Ellucian with notice of such cancellation or postponement (a "Services Cancellation Notice"). For the purposes of this Section, Services Cancellation Notices must be provided by sending an email to: services@ellucian.com. When cancelling scheduled Professional Services, Client will be subject to the following cancellation fees as liquidated damages and not as penalties:

- (a) If Ellucian receives the Services Cancellation Notice more than thirty (30) calendar days prior to the date on which Professional Services are scheduled to commence, Client will not be assessed a services cancellation fee;
- (b) If Ellucian receives the Services Cancellation Notice less than thirty-one (31) calendar days, but more than fourteen (14) calendar days, prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to fifty percent (50%) of the total anticipated fee for the scheduled Professional Services; and
- (c) If Ellucian receives the Services Cancellation Notice less than fifteen (15) calendar days prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to one hundred percent (100%) of the total anticipated fee for the scheduled Professional Services.



In addition to cancellation fees due under this Section, Client will be assessed the full amount of any airline- or hotel-imposed cancellation charges associated with previously purchased non-refundable fares or reservations (as applicable) incurred by Ellucian as a result of the cancellation.

Maintenance Standards - Subscription Advantage Level

1. Ellucian's Action Line will be available to Client for Defect reporting five (5) days per week, Monday through Friday (excluding national holidays and Ellucian-observed holidays), from 8:00 AM to 8:00 PM (Eastern U.S. Time). However, production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the telephone number provided to Client.
2. The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client's Notifications in accordance with the following guidelines:

Priority Levels	Definition	Target Response Times
Priority 1 - Critical	A Notification that the production Cloud Software instance is not available for remote access by Client or that Client believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Cloud Software; or (iii) a failure of its computer system or the Cloud Software which, in either case, prevents Client from performing data processing which is critical to Client's operations on the day on which the alleged Defect is reported.	1 hour or less
Priority 2 - High	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
Priority 3 - Medium	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client's operations	1 business day or less
Priority 4 - Low	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	3 business days or less

For purposes of these targets, a "response" will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian's obligation to respond to Client's Notification(s), Client must follow Ellucian's policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A "Notification" means a communication to Ellucian by means of: (i) Ellucian's Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.



Maintenance Standards - Subscription Advantage Plus Level

1. Ellucian's Action Line will be available to Client for Defect reporting seven (7) days per week, twenty-four (24) hours per day (excluding national holidays and Ellucian-observed holidays). However, production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the telephone number provided to Client.
2. The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client's Notifications in accordance with the following guidelines:

Priority Levels	Definition	Target Response Times
Priority 1 - Critical	A Notification that the production Cloud Software instance is not available for remote access by Client or that Client believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Cloud Software; or (iii) a failure of its computer system or the Cloud Software which, in either case, prevents Client from performing data processing which is critical to Client's operations on the day on which the alleged Defect is reported.	1 hour or less
Priority 2 - High	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
Priority 3 - Medium	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client's operations	1 business day or less
Priority 4 - Low	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	3 business days or less

For purposes of these targets, a "response" will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian's obligation to respond to Client's Notification(s), Client must follow Ellucian's policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A "Notification" means a communication to Ellucian by means of: (i) Ellucian's Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.

Maintenance Standards – Advantage Plus Level

I. Defined Terms:

“Notification” means a communication to Ellucian’s Action Line by means of: (i) Ellucian’s Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian’s then-current policies and procedures for submitting such communications.

“Priority One Call” means a Notification that Client believes that a Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Client from performing data processing which is critical to Client’s operations on the day on which the alleged Defect is reported.

“Priority Two Call” means a Notification that Client believes that a Defect has caused a partial failure of Client’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Client’s operations on the day on which the alleged Defect is reported.

“Priority Three Call” means a Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Client’s ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Client’s operations.

“Priority Four Call” means a Notification that Client believes that a Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Ellucian’s “Action Line” Telephone Support Will be Available to Client in Connection with the Provision of Maintenance: Seven (7) days per week, 24 hours per day.

Note: Ellucian’s Action Line uses an automated answering system to receive and record telephone calls from clients, as well as to receive reports via Ellucian’s Customer Support Center and e-mail. This system allows Ellucian’s Action Line staff to classify, prioritize, record basic details, conduct certain research, and assign a consultant to respond to a client’s telephone call.

III. Targeted Response Times: With respect to Ellucian’s Maintenance obligations, Ellucian will use diligent, commercially reasonable efforts to respond to Notifications from Client relating to the Baseline Software identified in an Order Form in accordance with the following guidelines:

Priority One Calls – one (1) hours or less.

Priority Two Calls – four (4) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

Notes:



(1) For purposes of these targets, a “response” will mean as an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above.

(2) As a prerequisite to Ellucian’s obligation to respond to Client, Client must follow the policies and procedures of Ellucian’s Action Line (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

IV. Renewal Terms: Maintenance will renew automatically on a year-to-year basis, at Ellucian’s then-current rates, unless Client shall have notified Ellucian in writing of Client’s intent not to renew Maintenance following the Expiration Date specified in an Order Form. In order to be of any force or effect, Client’s notice must be delivered to Ellucian at least ninety (90) days before such Expiration Date. Ellucian shall provide Client with current rates in writing at least one hundred twenty (120) days prior to the commencement of the applicable renewal term.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS

March 2007

OFFICE OF CONTRACTING AND PROCUREMENT
SUITE 700 SOUTH
441 4th STREET, NW
WASHINGTON, DC 20001

STANDARD CONTRACT PROVISIONS
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1. Covenant Against Contingent Fees:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

2. Shipping Instructions – Consignment:

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

3. Patents:

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

4. Quality:

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

5. Inspection Of Supplies:

- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

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system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
 - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
 - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

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- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. Inspection Of Services:

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

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- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

7. Waiver:

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. Default:

- (a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- (b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

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- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- (d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- (e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.
- (f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (g) As used in paragraph (c) of this clause, the terms "subcontractor(s)" means subcontractor(s) at any tier.

9. Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

10. Transfer:

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

11. Taxes:

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.
- (b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

- a) Deliveries to Glenn Dale Hospital – Exemption No. 4647
- b) Deliveries to Children's Center – Exemption No. 4648
- c) Deliveries to other District Departments or Agencies – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

12. Appointment of Attorney:

- (a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.
- (b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

13. District Employees Not To Benefit:

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations)

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

14. Disputes:

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that

contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
 - (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

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- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

15. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. Termination For Convenience Of The District:

- (a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all contracts to the extent they relate to the work terminated.

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- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

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received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

- (e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
 - (1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of :
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and
 - (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable cost of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) In arriving at the amount due the Contractor under this clause, there shall be deducted:
 - (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
 - (2) Any claim which the District has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- (j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k)
 - (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
 - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or

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other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- (l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

18. Retention and Examination Of Records:

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

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- (b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

20. Definitions:

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

21. Health And Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

22. Appropriation Of Funds:

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

23. Buy American Act:

- (a) The Buy American Act (41 U.S.C. § 10a) provides that the District give preference to domestic end products.

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“Components,” as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

“Domestic end product,” as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End products,” as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those-
 - (1) For use outside the United States;
 - (2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - (3) For which the District determines that domestic preference would be inconsistent with the public interest; or
 - (4) For which the District determines the cost to be unreasonable.

24. Service Contract Act of 1965:

- (a) Definitions. “Act,” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.*).
 - (1) “Contractor,” as used in this clause, means the prime Contractor or any subcontractor at any tier.
 - (2) “Service employee,” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.
- (b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.
- (c) Compensation

- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.
- (2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.
 - (a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;
 - (b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;
 - (c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

- (d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;
 - (e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;
 - (f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;
 - (g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.
 - (4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

- (d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.
- (e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:
 - (1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or
 - (2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

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- (g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- (h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
 - (1) For each employee subject to the Act:
 - (a) Name and address;
 - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (c) Daily and weekly hours worked; and
 - (d) Any deductions, rebates, or refunds from total daily or weekly compensation.
 - (2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.
 - (3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.

(l) Contractor's report:

- (1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.
- (2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

- (1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

- (ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.
- (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.
- (2) An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

25. Cost and Pricing Data:

- (a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.
- (b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.
- (c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

- (d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.
- (e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- (f) The following specific information should be included as cost or pricing data, as applicable:
 - (1) Vendor quotations;
 - (2) Nonrecurring costs;
 - (3) Information on changes in production methods or purchasing volume;
 - (4) Data supporting projections of business prospects and objectives and related operations costs;
 - (5) Unit – cost trends such as those associated with labor efficiency;
 - (6) Make or buy decisions;
 - (7) Estimated resources to attain business goals;
 - (8) Information on management decisions that could have a significant bearing on costs.
- (g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
 - (1) final payment under the contract;

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- (2) final termination settlement; or
- (3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

26. Multiyear Contract:

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. Termination Of Contracts For Certain Crimes And Violations:

- (a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
 - (1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or
 - (2) There has been any breach or violation of:
 - (A) Any provision of the Procurement Practices Act of 1985, as amended, or
 - (B) The contract provision against contingent fees.
- (b) If a contract is terminated pursuant to this section, the Contractor:
 - (1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and
 - (2) Shall refund all profits or fixed fees realized under the Contract.
- (c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4281
Revision No.: 35
Date Of Last Revision: 12/03/2025

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
Loudoun, Manassas, Manassas Park, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.83
01012 - Accounting Clerk II		24.50
01013 - Accounting Clerk III		27.41
01020 - Administrative Assistant		39.97
01035 - Court Reporter		29.26
01041 - Customer Service Representative I		17.59
01042 - Customer Service Representative II		19.19
01043 - Customer Service Representative III		21.54
01051 - Data Entry Operator I		19.11
01052 - Data Entry Operator II		20.85
01060 - Dispatcher, Motor Vehicle		25.71
01070 - Document Preparation Clerk		21.07
01090 - Duplicating Machine Operator		21.07
01111 - General Clerk I		20.12
01112 - General Clerk II		21.96
01113 - General Clerk III		24.65
01120 - Housing Referral Assistant		26.61
01141 - Messenger Courier		22.01
01191 - Order Clerk I		20.25
01192 - Order Clerk II		22.10
01261 - Personnel Assistant (Employment) I		22.42
01262 - Personnel Assistant (Employment) II		25.08
01263 - Personnel Assistant (Employment) III		27.95
01270 - Production Control Clerk		28.45
01290 - Rental Clerk		21.83
01300 - Scheduler, Maintenance		21.33
01311 - Secretary I		21.33
01312 - Secretary II		23.86
01313 - Secretary III		26.61
01320 - Service Order Dispatcher		22.98
01410 - Supply Technician		39.97
01420 - Survey Worker		22.94
01460 - Switchboard Operator/Receptionist		19.12
01531 - Travel Clerk I		22.65
01532 - Travel Clerk II		24.70
01533 - Travel Clerk III		26.66
01611 - Word Processor I		18.97
01612 - Word Processor II		21.29
01613 - Word Processor III		23.81
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		29.21
05010 - Automotive Electrician		28.76
05040 - Automotive Glass Installer		27.09
05070 - Automotive Worker		27.09
05110 - Mobile Equipment Servicer		23.30
05130 - Motor Equipment Metal Mechanic		30.28
05160 - Motor Equipment Metal Worker		27.09
05190 - Motor Vehicle Mechanic		30.28
05220 - Motor Vehicle Mechanic Helper		21.32
05250 - Motor Vehicle Upholstery Worker		25.28

05280 - Motor Vehicle Wrecker	27.09
05310 - Painter, Automotive	28.76
05340 - Radiator Repair Specialist	27.09
05370 - Tire Repairer	21.12
05400 - Transmission Repair Specialist	30.28
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.87
07041 - Cook I	20.40
07042 - Cook II	23.72
07070 - Dishwasher	17.70
07130 - Food Service Worker	17.41
07210 - Meat Cutter	22.13
07260 - Waiter/Waitress	18.48
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	28.23
09040 - Furniture Handler	15.47
09080 - Furniture Refinisher	24.81
09090 - Furniture Refinisher Helper	18.38
09110 - Furniture Repairer, Minor	21.80
09130 - Upholsterer	21.85
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.68
11060 - Elevator Operator	17.84
11090 - Gardener	25.16
11122 - Housekeeping Aide	17.84
11150 - Janitor	17.84
11210 - Laborer, Grounds Maintenance	19.16
11240 - Maid or Houseman	17.70
11260 - Pruner	18.28
11270 - Tractor Operator	23.02
11330 - Trail Maintenance Worker	19.16
11360 - Window Cleaner	18.70
12000 - Health Occupations	
12010 - Ambulance Driver	24.09
12011 - Breath Alcohol Technician	31.01
12012 - Certified Occupational Therapist Assistant	40.02
12015 - Certified Physical Therapist Assistant	36.67
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	52.41
12030 - EKG Technician	45.58
12035 - Electroneurodiagnostic Technologist	45.58
12040 - Emergency Medical Technician	24.09
12071 - Licensed Practical Nurse I	27.72
12072 - Licensed Practical Nurse II	31.01
12073 - Licensed Practical Nurse III	34.57
12100 - Medical Assistant	22.48
12130 - Medical Laboratory Technician	34.27
12160 - Medical Record Clerk	25.58
12190 - Medical Record Technician	28.61
12195 - Medical Transcriptionist	20.72
12210 - Nuclear Medicine Technologist	49.45
12221 - Nursing Assistant I	15.11
12222 - Nursing Assistant II	17.01
12223 - Nursing Assistant III	18.56
12224 - Nursing Assistant IV	20.83
12235 - Optical Dispenser	28.14
12236 - Optical Technician	23.50
12250 - Pharmacy Technician	21.90
12280 - Phlebotomist	23.72
12305 - Radiologic Technologist	41.51
12311 - Registered Nurse I	31.84
12312 - Registered Nurse II	38.95
12313 - Registered Nurse II, Specialist	38.95
12314 - Registered Nurse III	47.12
12315 - Registered Nurse III, Anesthetist	47.12
12316 - Registered Nurse IV	56.48
12317 - Scheduler (Drug and Alcohol Testing)	38.42
12320 - Substance Abuse Treatment Counselor	30.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.30
13012 - Exhibits Specialist II	30.10
13013 - Exhibits Specialist III	36.82
13041 - Illustrator I	25.90
13042 - Illustrator II	32.08
13043 - Illustrator III	39.23
13047 - Librarian	43.76

13050 - Library Aide/Clerk	21.22
13054 - Library Information Technology Systems Administrator	39.51
13058 - Library Technician	24.49
13061 - Media Specialist I	28.52
13062 - Media Specialist II	31.90
13063 - Media Specialist III	35.55
13071 - Photographer I	24.22
13072 - Photographer II	27.09
13073 - Photographer III	33.55
13074 - Photographer IV	41.04
13075 - Photographer V	49.65
13090 - Technical Order Library Clerk	26.65
13110 - Video Teleconference Technician	30.84
14000 - Information Technology Occupations	
14041 - Computer Operator I	27.25
14042 - Computer Operator II	30.48
14043 - Computer Operator III	33.99
14044 - Computer Operator IV	37.76
14045 - Computer Operator V	41.82
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	27.25
14160 - Personal Computer Support Technician	37.76
14170 - System Support Specialist	41.82
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	41.82
15020 - Aircrew Training Devices Instructor (Rated)	50.59
15030 - Air Crew Training Devices Instructor (Pilot)	60.66
15050 - Computer Based Training Specialist / Instructor	41.82
15060 - Educational Technologist	48.91
15070 - Flight Instructor (Pilot)	60.66
15080 - Graphic Artist	39.60
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	60.66
15086 - Maintenance Test Pilot, Rotary Wing	60.66
15088 - Non-Maintenance Test/Co-Pilot	60.66
15090 - Technical Instructor	32.56
15095 - Technical Instructor/Course Developer	39.83
15110 - Test Proctor	26.28
15120 - Tutor	26.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	20.03
16030 - Counter Attendant	20.03
16040 - Dry Cleaner	22.90
16070 - Finisher, Flatwork, Machine	20.03
16090 - Presser, Hand	20.03
16110 - Presser, Machine, Drycleaning	20.03
16130 - Presser, Machine, Shirts	20.03
16160 - Presser, Machine, Wearing Apparel, Laundry	20.03
16190 - Sewing Machine Operator	23.86
16220 - Tailor	24.82
16250 - Washer, Machine	20.99
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	31.46
19040 - Tool And Die Maker	38.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	24.07
21030 - Material Coordinator	28.45
21040 - Material Expediter	28.45
21050 - Material Handling Laborer	19.81
21071 - Order Filler	18.01
21080 - Production Line Worker (Food Processing)	24.07
21110 - Shipping Packer	21.99
21130 - Shipping/Receiving Clerk	21.99
21140 - Store Worker I	19.08
21150 - Stock Clerk	22.91
21210 - Tools And Parts Attendant	24.07
21410 - Warehouse Specialist	24.07
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	46.69
23019 - Aircraft Logs and Records Technician	37.02

23021 - Aircraft Mechanic I	44.33
23022 - Aircraft Mechanic II	46.69
23023 - Aircraft Mechanic III	48.97
23040 - Aircraft Mechanic Helper	31.21
23050 - Aircraft, Painter	42.10
23060 - Aircraft Servicer	37.02
23070 - Aircraft Survival Flight Equipment Technician	42.10
23080 - Aircraft Worker	39.66
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	39.66
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	44.33
23110 - Appliance Mechanic	27.81
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	43.10
23130 - Carpenter, Maintenance	28.58
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	36.28
23181 - Electronics Technician Maintenance I	35.18
23182 - Electronics Technician Maintenance II	37.35
23183 - Electronics Technician Maintenance III	39.32
23260 - Fabric Worker	29.06
23290 - Fire Alarm System Mechanic	31.36
23310 - Fire Extinguisher Repairer	26.78
23311 - Fuel Distribution System Mechanic	37.07
23312 - Fuel Distribution System Operator	28.53
23370 - General Maintenance Worker	26.68
23380 - Ground Support Equipment Mechanic	44.33
23381 - Ground Support Equipment Servicer	37.02
23382 - Ground Support Equipment Worker	39.66
23391 - Gunsmith I	26.78
23392 - Gunsmith II	31.14
23393 - Gunsmith III	34.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	34.66
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	36.51
23430 - Heavy Equipment Mechanic	34.05
23440 - Heavy Equipment Operator	29.25
23460 - Instrument Mechanic	37.03
23465 - Laboratory/Shelter Mechanic	33.05
23470 - Laborer	19.81
23510 - Locksmith	35.47
23530 - Machinery Maintenance Mechanic	33.73
23550 - Machinist, Maintenance	34.32
23580 - Maintenance Trades Helper	20.27
23591 - Metrology Technician I	37.03
23592 - Metrology Technician II	39.00
23593 - Metrology Technician III	40.91
23640 - Millwright	29.89
23710 - Office Appliance Repairer	24.28
23760 - Painter, Maintenance	24.00
23790 - Pipefitter, Maintenance	33.08
23810 - Plumber, Maintenance	31.42
23820 - Pneudraulic Systems Mechanic	34.80
23850 - Rigger	34.16
23870 - Scale Mechanic	31.14
23890 - Sheet-Metal Worker, Maintenance	30.59
23910 - Small Engine Mechanic	24.40
23931 - Telecommunications Mechanic I	37.06
23932 - Telecommunications Mechanic II	39.03
23950 - Telephone Lineman	45.15
23960 - Welder, Combination, Maintenance	28.87
23965 - Well Driller	32.07
23970 - Woodcraft Worker	34.80
23980 - Woodworker	26.78
24000 - Personal Needs Occupations	
24550 - Case Manager	23.07
24570 - Child Care Attendant	17.20
24580 - Child Care Center Clerk	21.46
24610 - Chore Aide	17.91
24620 - Family Readiness And Support Services Coordinator	23.07
24630 - Homemaker	23.07
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	42.88

25040 - Sewage Plant Operator	32.51
25070 - Stationary Engineer	42.88
25190 - Ventilation Equipment Tender	30.19
25210 - Water Treatment Plant Operator	32.51
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.26
27007 - Baggage Inspector	20.31
27008 - Corrections Officer	33.19
27010 - Court Security Officer	32.91
27030 - Detection Dog Handler	22.72
27040 - Detention Officer	33.19
27070 - Firefighter	32.62
27101 - Guard I	20.31
27102 - Guard II	22.72
27131 - Police Officer I	36.09
27132 - Police Officer II	40.11
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.74
28042 - Carnival Equipment Repairer	23.76
28043 - Carnival Worker	17.22
28210 - Gate Attendant/Gate Tender	21.78
28310 - Lifeguard	16.92
28350 - Park Attendant (Aide)	24.36
28510 - Recreation Aide/Health Facility Attendant	17.78
28515 - Recreation Specialist	30.17
28630 - Sports Official	19.40
28690 - Swimming Pool Operator	27.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.81
29020 - Hatch Tender	35.81
29030 - Line Handler	35.81
29041 - Stevedore I	33.42
29042 - Stevedore II	38.01
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	52.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	36.35
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	40.04
30021 - Archeological Technician I	24.14
30022 - Archeological Technician II	27.00
30023 - Archeological Technician III	33.44
30030 - Cartographic Technician	33.44
30040 - Civil Engineering Technician	41.58
30051 - Cryogenic Technician I	37.04
30052 - Cryogenic Technician II	40.90
30061 - Drafter/CAD Operator I	24.14
30062 - Drafter/CAD Operator II	27.00
30063 - Drafter/CAD Operator III	30.09
30064 - Drafter/CAD Operator IV	37.04
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	31.79
30095 - Evidence Control Specialist	33.44
30210 - Laboratory Technician	29.01
30221 - Latent Fingerprint Technician I	37.63
30222 - Latent Fingerprint Technician II	41.56
30240 - Mathematical Technician	42.36
30361 - Paralegal/Legal Assistant I	25.58
30362 - Paralegal/Legal Assistant II	31.69
30363 - Paralegal/Legal Assistant III	38.77
30364 - Paralegal/Legal Assistant IV	46.90
30375 - Petroleum Supply Specialist	40.90
30390 - Photo-Optics Technician	33.44
30395 - Radiation Control Technician	40.90
30461 - Technical Writer I	31.78
30462 - Technical Writer II	38.87
30463 - Technical Writer III	47.03
30491 - Unexploded Ordnance (UXO) Technician I	33.50
30492 - Unexploded Ordnance (UXO) Technician II	40.54
30493 - Unexploded Ordnance (UXO) Technician III	48.59
30494 - Unexploded (UXO) Safety Escort	33.50
30495 - Unexploded (UXO) Sweep Personnel	33.50
30501 - Weather Forecaster I	37.04

30502 - Weather Forecaster II	45.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 30.09
30621 - Weather Observer, Senior	(see 2) 33.44
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	40.54
31020 - Bus Aide	20.16
31030 - Bus Driver	28.94
31043 - Driver Courier	21.14
31260 - Parking and Lot Attendant	17.17
31290 - Shuttle Bus Driver	21.06
31310 - Taxi Driver	17.71
31361 - Truckdriver, Light	23.10
31362 - Truckdriver, Medium	25.07
31363 - Truckdriver, Heavy	28.39
31364 - Truckdriver, Tractor-Trailer	28.39
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	19.76
99030 - Cashier	16.73
99050 - Desk Clerk	17.76
99095 - Embalmer	34.10
99130 - Flight Follower	33.50
99251 - Laboratory Animal Caretaker I	20.32
99252 - Laboratory Animal Caretaker II	22.20
99260 - Marketing Analyst	40.69
99310 - Mortician	34.10
99410 - Pest Controller	21.91
99510 - Photofinishing Worker	22.57
99710 - Recycling Laborer	23.14
99711 - Recycling Specialist	28.16
99730 - Refuse Collector	22.08
99810 - Sales Clerk	17.18
99820 - School Crossing Guard	20.44
99830 - Survey Party Chief	31.00
99831 - Surveying Aide	19.26
99832 - Surveying Technician	29.45
99840 - Vending Machine Attendant	17.68
99841 - Vending Machine Repairer	22.47
99842 - Vending Machine Repairer Helper	17.68

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: July 9, 2026

Notice Number: L0016759835

ELLUCIAN COMPANY LLC
4 COUNTRY VIEW RD
MALVERN PA 19355-1408

FEIN: **-***7548
Case ID: 19024243



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
CORPORATIONS DIVISION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF AMENDED REGISTRATION*** is hereby issued to:

Ellucian Company LLC

Effective Date: 12/29/2011

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 4/17/2024 11:00 AM

Business and Professional Licensing Administration



Rebecca Janovich

REBECCA JANOVICH
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: aWewP6fm



DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
District of Columbia Government
Corporations Division

Amendment of Foreign Registration Statement Form FN-2, Version 4, September 2023

Use this form to amend foreign registration statement.

ENTITY TYPE

FILING FEE

Foreign Filing Entity

Refer to Corporate Fee Schedule posted online

Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the foreign filing entity listed below hereby applies for a Certificate of Registration to transact business in the District of Columbia, and for that purpose submits the statement below.

1. Entity Name.
Ellucian Company LLC

2. Date of Issuance of Certificate of Foreign Registration.
12/29/2011 12:00:00 AM

3. Describe the changes to original foreign registration statement. (The following changes are allowed: entity name, type, jurisdiction of formation and principal address.)

Company converted from Ellucian Company L.P. to Ellucian Company LLC

4. Attach certified copy of the statement evidencing the change from Registration Authority in the State/Country of Incorporation that is not over 90 days old.

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405;

5. Name of the Governor or Authorized Person:

vacant vacant

5A. Signature of the Governor or Authorized Person

4/17/2024 11:00:31 AM **ESIGNED**

Mail all forms and required payment to:
Department of Licensing and Consumer Protection
Corporations Division
PO Box 712300
Philadelphia, PA 19171-2300

Corporate Online Services Information:
Many corporate filings are available by using CorpOnline Service, Go to CorpOnline site at <https://corp.dlcp.dc.gov>, create a profile, access the online services main page and proceed. Online filers must pay by using a credit card.

2024 Combined Group Members' Schedule Sub

NOTE: READ INSTRUCTIONS BEFORE
COMPLETING THIS FORM



24230C311023

Taxpayer Identification Number of Designated Agent
881829966

Taxable Year Ending (MMDDYYYY)
12312024

Worldwide
Number of members in the Combined Group
7

Name of Designated Agent
ELLUCIAN PARENT I INC.

Telephone number
703-968-9000

Business mailing address #1
2003 EDMUND HALLEY DRIVE SUITE 500

Business mailing address #2

City
RESTON

State ZIP Code + 4
VA 20191

A List the designated agent and all combined members	B Taxpayer Identification Number	C Was a separate DC franchise tax return filed in the prior year?	D Is the member new to the combined group?	E Was gross income received from District sources?	F Does the member have nexus in DC?
ELLUCIAN PARENT I INC	881829966	Yes	Yes	Yes	Yes
TAHOE TOPCO, INC.	871316239	Yes	Yes	Yes	Yes
TAHOE MIDCO, INC.	871344802	Yes	Yes	Yes	Yes
EDUNAV, INC.	464294003	Yes	Yes X	Yes	Yes
ELLUCIAN GLOBAL HOLDI	992296578	Yes	Yes X	Yes	Yes
ELLUCIAN CAMPUSLOGIC	270945258	Yes	Yes	Yes X	Yes X
ELLUCIAN HOLDINGS INC	453182708	Yes	Yes X	Yes X	Yes X
		Yes	Yes	Yes	Yes
		Yes	Yes	Yes	Yes
		Yes	Yes	Yes	Yes
		Yes	Yes	Yes	Yes
		Yes	Yes	Yes	Yes
		Yes	Yes	Yes	Yes
		Yes	Yes	Yes	Yes

Note: If more than 14 combined members, continue list on a separate sheet of paper.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing), in the amount of \$100,000 or more, shall pay affiliated employees wages at no less than the current living wage rate.

Effective January 1, 2026 until June 30, 2026, the Living Wage rate is \$17.95 per hour.

Effective July 1, 2026, the District's Minimum Wage and Living Wage rates will increase to \$18.40 per hour.

Subcontractors of D.C. government contractors, who receive \$15,000 or more from the contract, and subcontractors of the recipients of government assistance, who receive \$50,000 or more from the assistance, are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that students not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2026 until June 30, 2026, the Living Wage rate is \$17.95 per hour.
Effective July 1, 2026, the District's Minimum Wage and Living Wage rates will increase to \$18.40 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.



SEXUAL HARASSMENT IN THE WORKPLACE

Mayor's Order 2023-131

Mayor's Order 2023-131 prohibits sexual harassment in all interactions with District employees and officials, and persons acting on behalf of the District. The prohibition applies to harassment by District employees and officials, including harassment of other employees and officials, and to harassment of third parties and members of the public interacting with the District government, including contractors, subcontractors, customers, clients, and other persons visiting or working at District worksites.

The prohibition also applies to harassment by contractors carrying out work on behalf of the District government, including harassment of District employees and officials, and to harassment of third parties and members of the public interacting with the District government, including other contractors, clients, customers, and other persons visiting or working at District worksites.

The Human Rights Enhancement Amendment Act of 2022 expanded the definition of "harassment" and "sexual harassment" under the D.C. Human Rights Act to provide that sexual harassment includes conduct of a sexual nature, "whether direct or indirect, verbal or nonverbal, that unreasonably alters an individual's terms, conditions, or privileges of employment or has the purpose or effect of creating an intimidating, hostile, or offensive work environment." Sexual harassment also includes "sexual advances, requests for sexual favors, or other conduct of a sexual nature where submission to the conduct is made either explicitly or implicitly a term or condition of employment, or where submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual's employment." This is referred to as *quid pro quo* sexual harassment.

A District employee and a District client/customer/contractor of their agency who are in a dating, romantic, or sexual relationship shall conduct themselves in an appropriate manner while on duty and shall not engage in behavior that detracts from a professional work environment.

Reporting Sexual Harassment

Alleged victims of sexual harassment, or a person acting on the victim's behalf with or without the victim's consent, may file complaints that trigger sexual harassment investigations and possible remedies. Alleged victims, including contractors, may file complaints with the Sexual Harassment Officer of the contracting agency or any other District agency, the contracting agency's General Counsel, the supervisor of the employee who engaged in the alleged inappropriate conduct, or the contract administrator.

In addition to pursuing action within the agency, an alleged victim may report a sexual harassment claim within one year of the alleged harassment or its discovery to the District Office of Human Rights using its Intake Questionnaire Form. The alleged victim may also file a complaint with the Equal Employment Opportunity Commission.

Complaints made against District employees who sexually harass contractors or subcontractors, upon investigation, may result in discipline of the employee and accommodations to the contractor, such as having another District official assigned to the contract. Complaints against contractors who sexually harass District employees, agency clients, customers, or visitors, upon investigation, may result in requiring the contractor to use alternate personnel to provide services, and other remedies available under the contract, including contract termination or non-renewal of the contract.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services



MURIEL BOWSER
MAYOR

DR. UNIQUE MORRIS-HUGHES
DIRECTOR

MEMORANDUM

TO: Nathan J. Hunt
Contract Specialist
The University of the District of Columbia

FROM: Daniel King 
Associate Director
Office of First Source Compliance
Department of Employment Services

DATE: May 28, 2026

SUBJECT: First Source Employment Agreement

The Department of Employment Services (DOES) has reviewed the First Source Agreement for **Ellucian Company LLC – GF-2026-C-0019:**

In reviewing the Agreement, DOES has determined the following: -

☒ The contractor completed and signed the First Source Employment Agreement (attached).

Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of the contract.

You shall register and post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

In addition, at least 51% of all newly created jobs must be filled by District residents.

First Source reports are due by the 10th of each month throughout the duration of the contract. Company representative responsible for completing the First Source Contract Compliance reports must register and submit reports via First Source Online Registration and Reporting System (FORRS), <http://firstsource.dc.gov>.

If you have any questions or need additional information please contact **John Nichols** at 202-698-3541 or john.nichols@dc.gov

Attachment,

4058 Minnesota Ave, N.E. • Suite 5000 • Washington, D.C. 20019 • Office: 202.671.1900



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT 2
FOR NON CONSTRUCTION CONTRACTS ONLY**



GOVERNMENT-ASSISTED CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: GF-2026-C-0019

DISTRICT CONTRACTING AGENCY: University of the District of Columbia

CONTRACTING OFFICER: Stephanie Johnson

TELEPHONE NUMBER: 202-274-5244

Email: stephanie.johnson6@udc.edu

TOTAL CONTRACT AMOUNT \$10,157,746

EMPLOYER CONTRACT AMOUNT: **\$10,157,746**

CONTRACT NAME: Banner Modernization – Ellucian Student Lighthouse Program Implementation

CONTRACT ADDRESS: N/A

CITY: N/A

STATE: N/A

ZIP CODE: N/A

CONTRACT START DATE: October 1, 2026

CONTRACT END DATE: September 30, 2031

EMPLOYER START DATE: October 1, 2026

EMPLOYER END DATE: September 30, 2031

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE _____

☒ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND
TRANSFER ☐ LAND DISPOSITION AND DEVELOPMENT AGREEMENT ☐ TAX INCREMENT
FINANCING ☐ ANY ADDITIONAL LEGISLATION, IF YES _____

D.C. CODE# _____

BASE YEAR ☐ OPTION YEAR: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ (SELECT CONTRACT YEAR)

DESCRIPTION OF WORK: Modernization of UDC's Student Information System environment and related software applications.

EMPLOYER INFORMATION

EMPLOYER NAME: Ellucian Company LLC

EMPLOYER ADDRESS: 2003 Edmund Halley Drive

CITY: Reston

STATE: VA

ZIP CODE: 20191

TELEPHONE NUMBER: 703-968-9000

FEDERAL IDENTIFICATION NO.: 45-3767548

CONTACT PERSON: Hussein Abubaker

TITLE: Account Executive

E-MAIL: Hussein.abubaker@ellucian.com

TELEPHONE NUMBER: 703-863-6480

CERTIFIED BUSINESS ENTERPRISE CERTIFICATION NUMBER: _____

D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____

ARE YOU A SUBCONTRACTOR ☐ YES ☒ NO IF YES, NAME OF PRIME

CONTRACTOR: _____

NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: YES ☐ No ☒

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2-219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

Pursuant to this Agreement, the EMPLOYER, which includes all contractors and subcontractors, shall meet the following requirements:

Employer shall hire 51% District of Columbia residents (DC residents) for all new jobs created by the Contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires for all new jobs created by the Government Assisted Project or Contract (Contract).

EMPLOYER began work on the Contract, prior to receipt of an accepted First Source Employment Agreement (Agreement) from DOES, in violation of D.C. Code §2-219.03. In order to continue to work on the Contract, Employer shall adhere to the Agreement requirements retroactive to the date that work began and continuing until Contract completion.

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Contract for which the beneficiary is required to use the First Source Register.
 - 2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
 - 3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted Contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government-assisted Project or Contract totaling \$300,000.00 or more, including all individual contractor and subcontractor entities at any tier, who performed work on the Project or Contract.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.

- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted Project or Contract (Contract)** means any construction or non-construction Project or Contract receiving funds or resources, valued at \$300,00 or more, from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
 5. Unemployed for six (6) months or more in the last 12-month period;
 6. Homeless;
 7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
 8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** New employee hired by EMPLOYER to work on the government assisted Contract or Project for the new job created.
- N. **Transfer:** Existing employees EMPLOYER who has already worked for company and has been moved from one contract to another contract.
- O. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of new positions that will be created as a result of

the contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the contracted hire dates;

2. A roster of all current employees to include the name, affirmation of DC residence (check mark), and Ward, including apprentices, trainees, and transfers from other projects or contracts, who will be employed on the Contract;
3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the Contract and the total number of full-time and part-time salaried employees that will be District residents;
4. A projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees who are District residents;
5. A timetable outlining the total number of hours to be worked on the Contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;
6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;
10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Contract or Project;
11. A strategy to ensure that DC residents who work on the Contract or Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Contract or Project to the next;
12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and
13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act,

where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.

- P. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- Q. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.
- R. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Contract start date. No work associated with the relevant Contract can begin until the Agreement has been accepted by DOES.
- B. The EMPLOYER shall require all contract Employers with contracts or subcontracts, under a contract receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. Agreement will take effect once beneficiary/Employer been awarded a contract and has started work on the government assisted contract and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the contract and until such as construction is complete and a certificate of occupancy is issued.
- E. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the contract and sign a revised First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Contract (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Contract as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- H. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Contract a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the

EMPLOYER will promptly provide them to DOES.

- I. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- J. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- K. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.
- L. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The Employer shall complete a Revised Employment Plan that will include the information outlined in Section I.O.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org for a minimum of 10 calendar days. Should Employer need assistance posting job vacancies, Employer may contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Contract within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.

- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.B.
- E. The EMPLOYER shall submit to DOES, prior to commencing work on the Contract, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Contract. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.B.
- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, EMPLOYER shall still be required to meet the First Source hiring requirements for all new jobs created by the Contract.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with Contracts receiving government assistance valued at \$300,000 or more shall hire DC residents for at least 51% of all new jobs created by the contract and 35% of all apprenticeship hours worked in connection with the Contract shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, payroll records and any other

documents required by DOES for reporting and monitoring.

- C. EMPLOYER shall submit to the Department of Employment Services each month from the start of the contract a hiring compliance report for the contract that includes the following Contract Compliance data:
1. Number of new job openings created/available;
 2. Number of new job openings listed with DOES, or any other District Agency;
 3. Number of DC residents hired for new jobs;
 4. Number of employees transferred to the Contract;
 5. Number of DC residents transferred to the Contract;
 6. Direct or indirect labor cost associated with the Contract;
 7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
 8. Number of apprenticeship hours worked;
 9. Number of apprenticeship hours worked by DC residents; and
 10. Workforce statistics throughout the entire Contract tenure.
- D. Monthly, EMPLOYER must electronically submit the Contract Compliance data to DOES. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring percentage requirements for all new jobs created by the Contract and the percentages of DC residents employed in all Job Classifications, for each area of the Contract; or
 2. Submit to DOES a request for a waiver of the hiring percentage requirements for all new jobs created by the Contract that will include the following documentation:
 - a. Documentation supporting EMPLOYER'S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring percentage requirements for all new jobs created by the Contract, and/or the required percentages of DC residents in all Job Classifications areas on the Contract, if DOES finds that:
1. DOES certified that Beneficiary or EMPLOYER demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or
 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or
 3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and

4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Contract.
 5. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified that there are insufficient number of District residents in the labor market possessing the skills required by the Employer for the positions created as a result of the Project;
 2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;
 3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
 4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;
 5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 7. Whether the EMPLOYER interviewed employable candidates;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
 11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
 12. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Contract sites, employees, and documents.

- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Contracts as authorized by law. DOES will:
 - 1. Review all contract controls to determine if the Beneficiary or EMPLOYER, including any Contractors or Subcontractors, are subject to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.
 - 3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall Contract, Employer, contractor, and subcontractors' hiring.
 - 8. Provide formal notification of non-compliance with the required hiring or any alleged breach of the First Source Law to all contracting agencies, and stakeholders.

X. PENALTIES

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the beneficiary fail to meet the hiring requirements.
- B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Contracts for a period of five (5) years.
- C. Appeals of violations or fines will be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Contract throughout the duration of the Contract.

By:

Lauren Heckman

May 6, 2026

EMPLOYER Senior Official (Print)

Lauren Heckman

Date

~~Box SIGN~~ 427Z8KQY 4KZ6PVR6
EMPLOYER Senior Official (Signature)

Ellucian Company LLC

Name of Company

2003 Edmund Halley Drive

Reston VA 20191

Address

703-968-9000

Telephone

lauren.heckman@ellucian.com

Email



Signature Department of Employment Service

5/29/26

Date



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN
All Contracts between \$300,000 and \$5 million



I. REVISED FIRST SOURCE EMPLOYMENT PLAN

GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

DISTRICT CONTRACTING AGENCY: University of the District of Columbia
CONTRACTING OFFICER: Stephanie Johnson
TELEPHONE NUMBER: 202-274-5244
TOTAL CONTRACT AMOUNT: \$10,157,746
EMPLOYER CONTRACT AMOUNT: \$10,157,746
PROJECT NAME: Banner Modernization – Ellucian Student Lighthouse Program Implementation
PROJECT ADDRESS: N/A
CITY: N/A STATE: N/A ZIP CODE: N/A
PROJECT DESCRIPTION OF WORK: Modernization of UDC's Student Information System environment and related software applications.
PROJECT START DATE: October 1, 2026 PROJECT END DATE: September 30, 2031
EMPLOYER START DATE: October 1, 2026 EMPLOYER END DATE: September 30, 2031

EMPLOYER INFORMATION

EMPLOYER NAME: Ellucian Company LLC
COMPANY NAME: Ellucian Company LLC
EMPLOYER ADDRESS: 2003 Edmund Halley Drive
CITY: Reston STATE: VA ZIP CODE: 20191
TELEPHONE NUMBER: 703-968-9000 FEDERAL IDENTIFICATION NO.: 45-3767548
CONTACT PERSON: Hussein Abubaker
TITLE: Account Executive
E-MAIL: Hussein.abubaker@ellucian.com TELEPHONE NUMBER: 703-863-6480
EMPLOYER DESCRIPTION OF WORK: Modernization of UDC's Student Information System environment and related software applications.

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES REQUIREMENTS FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☐

A. EMPLOYMENT HIRING PROJECTIONS

ALL EMPLOYERS:

Please indicate ALL new position(s) you will create as a result of the project. If you WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE		# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	N/A	N/A	N/A	N/A	N/A
B					
C					
D					
E					
F					
G					
H					

February 15, 2018



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



B. JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the project.

Ellucian will NOT be creating new positions as a result of this project.

L.H.

This page to be completed by Employer

Employer Initials

C. EMPLOYMENT PROJECTIONS

February 15, 2018



- I. Provide a timetable outlining the 51% Hiring of District Resident over the life of the project or contract and an associated hiring schedule. N/A. Ellucian will NOT be creating new positions as a result of this project.
- II. Provide descriptions of the skill requirements by job title or position, including industry- recognized certifications required for the different positions. N/A
- III. 3 Provide a strategy to fill the 51% hiring of District residents requirement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers.
N/A

L.H.

This page to be completed by Employer

Employer Initials

February 15, 2018



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



C. EMPLOYMENT PROJECTIONS (Continued)

- IV. This strategy should include a remediation strategy to ameliorate any problems associated with meeting these 51% Hiring of District Resident requirements, including any problems encountered with contractors and subcontractors. N/A
- V. The designation of a senior official from the Employer who will be responsible for implementing the hiring and reporting requirements.
Bill Blackford
Vice President, Global Talent Management
703-725-2382 bill.blackford@ellucian.com
- VI. Provide descriptions of the health and retirement benefits that will be provided to District residents working on the project or contract. N/A
- VII. Provide a strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ District residents from one project or contract to the next. N/A

L.H.

This page to be completed by Employer

Employer Initials
February 15, 2018



GOVERNMENT OF THE DISTRICT OF COLUMBIA
REVISED EMPLOYMENT PLAN



D. EMPLOYMENT PROJECTIONS (continued)

VIII. Provide a strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, community-based job training providers, and hard-to-employ residents. N/A

IX. Please disclose past compliance with the First Source Employment Agreement Act of 1984 or the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 and the Davis-Bacon Act, where applicable, and the bidder or offeror's general District-resident hiring practices on projects or contracts completed within the last two (2) years. N/A 5

X. Please note that EMPLOYERS with construction projects must make payroll records available upon request at job sites to the contracting District of Columbia agency.

N/A

L.H.

This page to be completed by Employer

Employer Initials

February 15, 2018

CERTIFICATE of SIGNATURE

REF. NUMBER
5YFWJ-ARVPV-AUF35-DLND4

DOCUMENT COMPLETED BY ALL PARTIES ON
19 MAY 2026 21:14:37
UTC

SIGNER

LAUREN HECKMAN

EMAIL
LAUREN.HECKMAN@ELLUCIAN.COM

TIMESTAMP

SENT
19 MAY 2026 15:56:02

VIEWED
19 MAY 2026 21:14:18

SIGNED
19 MAY 2026 21:14:37

INITIALS

L.H.

IP ADDRESS
195.76.112.124

RECIPIENT VERIFICATION

EMAIL VERIFIED 19 MAY
2026 21:14:18



MEMORANDUM

TO: Nathan Hunt/UDC

FROM: Mary Wallace
EEO Compliance Review & Training Officer



DATE: May 13, 2026

SUBJECT: EEO Compliance, Ellucian Company LLC

CONTRACT: GF-2026-C-0019

We have reviewed the above-referenced contractor's Notice of Compliance with Equal Employment Opportunity (EEO) Requirements, and EEO Policy Commitment, submitted by UDC on May 5, 2026. We find the forms are in conformity with Mayor's Order 85-85, "Compliance with Equal Opportunity Requirements in Contracts."

If your Agency has any questions, contact OHR at OHR.EEOCompliance@dc.gov. **ALL QUESTIONS FROM THE CONTRACTOR SHOULD BE DIRECTED TO THE APPROPRIATE AGENCY REPRESENTATIVE, WHO MAY THEN CONTACT OHR.**

OHR/UDC/GF-2026-C-0019

**NOTICE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)
REQUIREMENTS**

The District of Columbia Human Rights Act of 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401 *et seq.*), and Title 4 (Human Rights and Relations) of the District of Columbia Municipal Regulations (collectively, the “D.C. Human Rights Act and Regulations”) are hereby included as part of this bid/proposal. Therefore, each bidder/offeror shall indicate below their written commitment to comply with the D.C. Human Rights Act and Regulations. Failure to comply with these provisions shall result in rejection of the respective bid/proposal.

I, Matthew Fell, the authorized representative of Ellucian Company LLC (Name of Contractor/Business), hereinafter referred to as “the Contractor” certify that the Contractor is fully aware of all of all of the provisions of the D.C. Human Rights Act and Regulations. I further certify that the Contractor shall fully comply with the D.C. Human Rights Act and Regulations during the term of the performance of the contract whether or not the work is subcontracted if the Contractor is awarded the D.C. Government Contract referenced by the contract number, solicitation number, and/or bid number entered below. Further, I certify that the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor’s compliance with the D.C. Human Rights Act and Regulations.

Matthew Fell, VP and Chief Accounting Officer

Name of Authorized Official and Title

Matthew Fell
box SIGN 469RKVW1-1XK95L5V
Signature of Authorized Official

May 4, 2026

Date

Ellucian Company LLC

Name of Contractor/Business

GF-2026-C-0019

Contract/Solicitation/Bid Number

Revised 1.15.2026

2003 Edmund Halley Drive
Suite 500
Reston, VA 20191
www.ellucian.com
800-223-7036

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY COMMITMENT

Ellucian Company LLC (Name of Contractor/Business) shall not discriminate against any employee or applicant for employment because of age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking.

Ellucian Company LLC (Name of Contractor/Business) agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, color, credit information, disability, family responsibilities, gender identity and expression, genetic information, homeless status, marital status, matriculation, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, or status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking. Such steps include, but are not limited to, the following: (1) employment, upgrading, or transfer; (2) recruitment or recruitment advertising; (3) demotion, layoff, or termination; (4) rates of pay, or other forms of compensation; and (5) selection for training and apprenticeship.

Ellucian Company LLC (Name of Contractor/Business) agrees to post in conspicuous places, available to employees and applicants for employment, the above provisions concerning non-discrimination and equal employment opportunity.

Ellucian Company LLC (Name of Contractor/Business) shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the above provisions concerning non-discrimination and equal employment opportunity.

Ellucian Company LLC (Name of Contractor/Business) agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice that it will comply with the above provisions concerning non-discrimination and equal employment opportunity and the contractor's commitments represented herein, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Ellucian Company LLC (Name of Contractor/Business) agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director of the Office of Human Rights and the Contracting Agency for purposes of investigation to ascertain compliance with the above provisions concerning non-discrimination and equal employment opportunity, and to require under terms of any subcontractor agreement each subcontractor to permit access of the subcontractors, books, records, and accounts for such purposes.

Ellucian Company LLC

(Name of Contractor/Business) agrees to comply with all guidelines concerning non-discrimination and equal employment opportunity applicable in the District of Columbia.

Ellucian Company LLC

(Name of Contractor/Business) shall include in every subcontract the above provisions concerning non-discrimination and equal employment opportunity, so that these provisions shall be binding upon each subcontractor or vendor.

Ellucian Company LLC

(Name of Contractor/Business) shall take action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.

Matthew Fell, VP and Chief Accounting Officer

May 4, 2026

Name of Authorized Official and Title

Date

Matthew Fell
box SIGN 469RKVW1-1XK95L5V

Signature of Authorized Official

Ellucian Company LLC

Name of Contractor/Business

Revised 1.15.2026

2003 Edmund Halley Drive
Suite 500
Reston, VA 20191
www.ellucian.com
800-223-7036

GF-2026-C-0019
Ellucian Company LLC.

SBE Subcontracting Plan

Not Applicable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN137886594-Sphia-CAS/P-26-27	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company INSURER B: The Charter Oak Fire Insurance Company INSURER C: Travelers Property Casualty Company of America INSURER D: AIG Specialty Insurance Company INSURER E: INSURER F:
INSURED Ellucian Company LLC and its subsidiaries 2003 Edmund Halley Drive Suite 500 Reston, VA 20191	NAIC # 25623 25615 25674 26883

COVERAGES

CERTIFICATE NUMBER:

CLE-007458448-36

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			H22N630-9P553325A-PHX26	06/30/2026	06/30/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			HOCAP-9P533261-COF-26	06/30/2026	06/30/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-9P533273-26-I3	06/30/2026	06/30/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	UB-B5645181-26-I3-H	06/30/2026	06/30/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber and Professional E&O			082827382	06/30/2026	06/30/2027	LIMIT \$ 2,000,000 SIR: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence Only

CERTIFICATE HOLDER

CANCELLATION

Ellucian Company LLC and its subsidiaries 2003 Edmund Halley Drive, Suite 500 Reston, VA 20191	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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TO: Board of Trustees

FROM: Managing Director of Finance *David A. Franklin*

DATE: July 28, 2026

SUBJECT: Multi-Year Contract with Ellucian Company L.P for Software-as-a-Service (SaaS) Banner Enterprise Resource Planning (ERP) System

Conclusion

It is concluded that the University of the District of Columbia will enter into a five-year agreement with Ellucian Company L.P., formerly known as Ellucian Company LLC, to provide Software-as-a-Service (SaaS) solutions for the University's Banner enterprise resource planning (ERP) system. It is projected that sufficient unrestricted funds will be available in the University's FY2027 budget and future fiscal years to support the cost of this agreement.

Background

The University of the District of Columbia currently maintains an agreement with Ellucian for continued use of the Banner ERP platform, including related cloud hosting and maintenance services, under an existing three-year software licensing agreement.

As part of the University's efforts to modernize its student enterprise systems and align with the institutional strategic plan, *Delivering on the Promise*, the University evaluated multiple upgrade and modernization approaches. Through this evaluation, it was determined that migrating to Ellucian Student Software-as-a-Service (SaaS) represents the most cost-effective and strategically impactful solution to modernize the University's ERP environment while enhancing the overall student experience.

Implementation activities for the SaaS transition will begin during the third year of the current agreement. The proposed contract includes implementation services for the first three years of the project, as well as five years of SaaS licensing and support services.

Under the proposed five-year agreement, Ellucian will continue providing licensing and support for the University's Banner ERP environment, which serves as the institution's core student and financial information system. Additionally, Ellucian will provide SaaS cloud hosting services for related applications and integrated platform components supporting University operations.

Fiscal Impact

The proposed multi-year agreement will commence on October 1, 2026, and conclude on September 30, 2031. The total value of the five-year contract is **\$10,157,746.00**, with annual payments are projected as follows:

- **Year 1** (Oct. 1, 2026 – Sep. 30, 2027): **\$2,263,108.00**
- **Year 2** (Oct. 1, 2027 – Sep. 30, 2028): **\$2,579,478.00**
- **Year 3** (Oct. 1, 2028 – Sep. 30, 2029): **\$2,391,802.00**
- **Year 4** (Oct. 1, 2029 – Sep. 30, 2030): **\$1,426,028.00**
- **Year 5** (Oct. 1, 2030 – Sep. 30, 2031): **\$1,497,330.00**

At this time, there are no anticipated material risks associated with the agreement.