

**CONTRACT #1**  
**RFS # NA**  
**Edison # NA**

**Tennessee Board of Regents**

**VENDOR:**  
**Education Advisory Board**



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

**Rep. Mark White, Chairman**

**Representatives**

Brenda Gilmore                      Johnny Shaw  
Susan Lynn                            David Shepard  
Pat Marsh                              Ron Travis  
Bill Sanderson                        Tim Wirgau  
Charles Sargent, *ex officio*  
Speaker Beth Harwell, *ex officio*

**Sen. Bill Ketron, Vice-Chairman**

**Senators**

Sara Kyle                              Reginald Tate  
Doug Overbey                        Ken Yager  
Steve Southerland  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

**M E M O R A N D U M**

**TO:**                                      The Honorable David Gregory, Chancellor  
Tennessee Board of Regents

**FROM:**                                Representative Mark White, Chairman  
Senator Bill Ketron, Vice-Chairman

MW  
BK

**DATE:**                                May 17, 2016

**SUBJECT:**                            Contract Comments  
(Fiscal Review Committee Meeting 5/11/16)

**RFS# NA (Edison # NA)**

**Department: Tennessee Board of Regents (TBR)**

**Vendor: Education Advisory Board (EAB)**

**Summary: The proposed master agreement is to provide access to the EAB's Student Success Collaborative software and services to the TBR institutions as well as University of Tennessee schools. The proposed agreement has a term beginning May 25, 2016, and ending May 24, 2021. Proposed maximum liability: \$2,562,639**

After review, the Fiscal Review Committee voted to postpone taking action on the proposed contract until the next scheduled Committee meeting.

cc: The Honorable Dale Sims, Vice-Chancellor



## TENNESSEE BOARD OF REGENTS

### *Office of Business & Finance*

1415 Murfreesboro Road, Suite 346 | Nashville, TN 37217-2833 | Phone 615.366.3921 | Fax 615.366.2246 | www.tbr.edu

Ms. Krista Lee, Executive Director  
Fiscal Review Committee  
320 6th Avenue North  
8th Floor, Rachel Jackson Building  
Nashville, TN 37243

Dear Ms. Lee:

On December 11, 2015 TBR filed with your office a request for consideration of a non-competitive agreement with the Education Advisory Board (EAB). Given the lapse in time, I wanted to provide an update on developments with this agreement.

This contract would provide access to EAB's Student Success Collaborative software and services. This software provides tools and information that can be used by faculty, academic advisors, and administrators to identify students having difficulty in their academic pursuits, provide better advising services to students, and manage advisor workloads and productivity. Having access to these tools is important to our institutions since a significant portion of their funding is based on student retention and graduation. You may recall that in March, 2015 the Committee approved a similar non-competitive agreement for this software between Middle Tennessee State University and EAB.

Our December, 2015 request was made on behalf of two additional TBR universities; however, since that time we have been in negotiation with EAB to expand this contract to cover any TBR university electing to use these products. During this process we also were made aware that at least one institution within the University of Tennessee System was interested in the EAB products. As a result, the agreement now makes provision for any public university in the TBR or UT Systems to access the EAB products through this master agreement.

Some points to highlight include:

- Pricing is based on a five year contract period. By agreeing to a five year term, the rate paid by an institution remains flat for the full contract period (i.e. no annual price escalation as is standard in such agreements);
- Pricing is "locked in" for the full contract period, meaning if an institution elects to participate in third year of the agreement, they are still able to participate at the first year price;

- Participation by institutions is optional;
- Use of a master agreement simplifies participation by additional institutions since terms, conditions, and price do not have to be separately negotiated and approved; and
- As to MTSU, at the expiration of their current EAB agreement, they can elect to continue participation under this master agreement for two additional years at a price that is roughly the same as their current annual cost.

While it has taken some time to finalize this agreement for consideration by the Committee, we hope the Committee will agree that this approach is consistent with their desire that the two higher education systems work together on contracting matters to obtain more favorable terms than would be available separately.

Please let me know if you need more information on this or have questions. And, as always, we appreciate the assistance of you and your team in preparing these requests for consideration by the Committee.

Regards,

A handwritten signature in cursive script that reads "Dale Sims".

Dale Sims  
Vice Chancellor

cc. Ms. Angela Flynn, TBR  
Ms. Leni Chick, FRC



## TENNESSEE BOARD OF REGENTS

*Office of Business & Finance | Division of Purchasing & Contracts*

1415 Murfreesboro Road, Suite 346 | Nashville, TN 37217-2833 | Phone 615.366.4436 | Fax 615.366.2243 | www.tbr.edu

March 25, 2016

Ms. Leni Chick  
Fiscal Analyst  
Rachel Jackson Building, 8<sup>th</sup> Floor  
Nashville, TN 37243

Dear Leni:

Per Fiscal Review's request to see non-competitive agreements/amendments, enclosed please a Master Agreement between the Tennessee Board of Regents/the University of Tennessee and the Education Advisory Board (EAB) for a Membership in its data analytics, predictive modeling and student success products. This Master Agreement will be for any of our institutions that choose to participate and take advantage of strategic price efficiencies because of our multiple institutional interest for these offerings.

As you will recall, an Agreement with EAB was presented to the Fiscal Review Committee at the March 2015 for Middle Tennessee State University (MTSU). Since that time, the TBR System Office has learned that other TBR and UT institutions, such as ETSU, TTU, and the University of Tennessee-Chattanooga are taking a more active approach to improve student success, retention and outcomes to maintain research and teaching excellence in their current funding environments. Once the MTSU Agreement expires, they will become part of this Agreement.

Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the appropriate representatives to ensure they are present for the meeting in which the contract will be discussed. If you have any questions or need additional information, please feel free to contact me at (615) 366-4436 or by email at [angela.flynn@tbr.edu](mailto:angela.flynn@tbr.edu)

Sincerely,

Angela Gregory Flynn  
Assistant Vice Chancellor for Purchasing and Contracts

cc: Chancellor Gregory, TBR  
Vice Chancellor Sims, TBR  
Blake Reagan, Director of Procurement Services, UT



## TENNESSEE BOARD OF REGENTS

*Office of Business & Finance | Division of Purchasing & Contracts*

1415 Murfreesboro Road, Suite 346 | Nashville, TN 37217-2833 | Phone 615.366.4436 | Fax 615.366.2243 | [www.tbr.edu](http://www.tbr.edu)

December 11, 2015

Ms. Leni Chick  
Fiscal Analyst  
Rachel Jackson Building, 8<sup>th</sup> Floor  
Nashville, TN 37243

Dear Leni:

Per Fiscal Review's request to see non-competitive agreements/amendments, enclosed please find Agreements for East Tennessee State University and Tennessee Technological University with the Education Advisory Board for a Membership in the Student Success Collaborative, providing for data analytics and predictive modeling along with a student success software platform. As you will recall, this was presented to the Fiscal Review Committee at the March 2015 for Middle Tennessee State University. Since that time, the TBR System Office has learned that other TBR institutions, including ETSU and TTU, desire to utilize this product as a tool to improve student success, retention and outcomes.

Please note that you will be receiving a completely new, more consolidated packet in January as we are still negotiating with Education Advisory Board on a Master Agreement that all our institutions that so choose can participate to provide strategic price efficiencies because of our multiple institutional interest for these services. We are also in discussion with UT System Office staff about their inclusion in such an agreement.

Please contact Angela regarding the date this will go before the Fiscal Review Committee and she will inform the appropriate representatives to insure they are present for the meeting in which the contract will be discussed. If you have any questions or need additional information, please feel free to contact Angela at (615) 366-4436 or by email at [angela.flynn@tbr.edu](mailto:angela.flynn@tbr.edu)

Sincerely,

Dale Sims,  
Vice Chancellor Business and Finance

cc: Chancellor Morgan, TBR  
Angela Gregory Flynn, Assistant Vice Chancellor for Purchasing and Contracts  
Blake Reagan, Director of Procurement Services, TBR

# CONTRACT SUMMARY SHEET

021406

<b>RFS #</b>		<b>Contract #</b>	
<b>State Agency</b>		<b>State Agency Division</b>	
Tennessee Board of Regents			
<b>Contractor Name</b>		<b>Contractor ID # (FEIN or SSN)</b>	
Education Advisory Board			
<b>Service Description</b>			
Data analytics, predictive modeling and student success products			
<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA #</b>
25-May-16			

<b>Mark Each TRUE Statement</b>					
<input type="checkbox"/>	<b>Contractor is on STARS</b>			<input type="checkbox"/>	<b>Contractor's Form W-9 is on file in Accounts</b>
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Funding Grant Code</b>	<b>Funding Subgrant Code</b>
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2016-17					\$ 489,487.00
2017-18					\$ 427,788.00
2018-19					\$ 427,788.00
2019-21					\$ 608,788.00
2020-21					\$ 608,788.00
					\$ -
<b>TOTAL:</b>	\$ -	\$ -	\$ -	\$ -	\$ <b>2,562,639.00</b>

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b>
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Dale Sims, Vice Chancellor for Business and Finance, (615) 366-3921
<b>TOTAL:</b>	\$ -	\$ -	
<b>End Date</b>			

<b>Contractor Ownership</b> (complete only for base contracts with contract # prefix: FA or GR)					
<input type="checkbox"/>	<b>African American</b>	<input type="checkbox"/>	<b>Person w/ Disability</b>	<input type="checkbox"/>	<b>Hispanic</b>
<input type="checkbox"/>	<b>Asian</b>	<input type="checkbox"/>	<b>Female</b>	<input type="checkbox"/>	<b>Native American</b>
				<input checked="" type="checkbox"/>	<b>Small Business</b>
				<input type="checkbox"/>	<b>OTHER minority/disadvantaged—</b>

<b>Contractor Selection Method</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)					
<input type="checkbox"/>	<b>RFP</b>	<input type="checkbox"/>	<b>Competitive Negotiation</b>	<input type="checkbox"/>	<b>Alternative Competitive Method</b>
<input checked="" type="checkbox"/>	<b>Non-Competitive Negotiation</b>	<input type="checkbox"/>	<b>Negotiation w/ Government(eg, ID, GG, GU)</b>	<input type="checkbox"/>	<b>Other</b>

**Procurement Process Summary** (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

The EAB offerings provide a unique combination of predictive modeling and case management not available elsewhere in the marketplace.

# REQUEST: NON-COMPETITIVE CONTRACT

<b>APPROVED</b>
<b>Commissioner of Finance &amp; Administration</b> <b>Date:</b>

**Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.**

<b>1) RFS #</b>		
<b>2) State Agency Name :</b>	Tennessee Board of Regents (TBR)	
<b>3) Service Caption :</b>	Data analytics, predictive modeling and student success products	
<b>4) Proposed Contractor :</b>	Education Advisory Board	
<b>5) Contract Start Date :</b> (attached explanation required if date is < 60 days after F&A receipt)	May 25, 2016	
<b>6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :</b>	May 24, 2021	
<b>7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :</b>	Approx. \$2,562,639.00	
<b>8) Approval Criteria :</b> (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state	
	<input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
<b>9) Description of Service to be Acquired :</b>		
<p>Student graduation success software platform combined with data analytics and predictive modeling tools designed to foster strategies for improving student retention and graduation rates and elevating performance in teaching, research and academic governance. The platform is used by advising staff and faculty to identify students at risk, help retain them and help them graduate. Data in the platform is refreshed daily and the predictive model refines its risk scores based on the latest data.</p>		
<b>10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :</b>		
<p>Universities are under mandate to improve student success, retention and outcomes and to maintain research and teaching excellence in the current funding environment. The EAB offering bundles these tools to help universities meet these goals.</p>		
<b>11) Explanation of Whether the Procuring Agency Bought the Service in the Past, &amp; if so, What Procurement Method It Used :</b>		
<p>Universities have held membership as well as have subscribed to some of these offerings in the past via a non-competitive, sole source process.</p>		
<b>12) Name &amp; Address of the Proposed Contractor's Principal Owner(s) :</b>		

**12) Name & Address of the Proposed Contractor's Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Education Advisory Board, a division of The Advisory Board, 2445 M Street NW, Washington, DC 20037

**13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :**

The Advisory Board has been in existence since 1979.

**14) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:  Documentation Not Applicable to this Request  Documentation Attached to this Request

**15) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:  Documentation Not Applicable to this Request  Documentation Attached to this Request

**16) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:  Documentation Not Applicable to this Request  Documentation Attached to this Request

**17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

Universities have sought to identify other products in the marketplace that offer student success software and/or services. While there are other companies that can provide some services similar to those offered by EAB, the EAB offering is the only initiative that provides all the services desired in a bundled format, including development of degree maps and milestones, a web-based student degree tracking system for advisory, a web-based reporting tool for academic administrators, ongoing training and support, and benchmarking and member networking for best-practice sharing.

**18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :**  
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

1. The vendor possesses exclusive and/or predominant capabilities or the items contain a patented feature providing superior utility not obtainable from similar products.
2. The product or service is unique and easily established as one of a kind.
3. The product is available from only one source and not merchandised through wholesalers, jobbers, and retailers.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Agency Head Signature

Date

Supplemental Documentation Required for  
Fiscal Review Committee

<b>*Contact Name:</b>	Angela Gregory Flynn	<b>*Contact Phone:</b>	(615) 366-4436		
<b>*Contract Number:</b>	NA	<b>*RFS Number:</b>	NA		
<b>*Original Contract Begin Date:</b>	Upon execution	<b>*Current End Date:</b>	5 years from date of execution		
<b>Current Request Amendment Number:</b> <i>(if applicable)</i>	NA				
<b>Proposed Amendment Effective Date:</b> <i>(if applicable)</i>	NA				
<b>*Department Submitting:</b>	Tennessee Board of Regents				
<b>*Division:</b>					
<b>*Date Submitted:</b>	3/25/16				
<b>*Submitted Within Sixty (60) days:</b> <i>If not, explain:</i>	Yes				
<b>*Contract Vendor Name:</b>	Education Advisory Board				
<b>*Current Maximum Liability:</b>	\$2,562,639.00				
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2016/2017	FY:2017/2018	FY:2018/2019	FY:2019/2020	FY:2020/2021	FY
\$489,487.00	\$427,788.00	\$427,788.00	\$608,788.00	\$608,788.00	\$
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>					
					FY
					\$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>		NA			
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>		NA			
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</b>		NA			
<b>*Contract Funding Source/Amount:</b>	<b>State:</b>	\$2,562,639.00	<b>Federal:</b>		
<b>Interdepartmental:</b>			<b>Other:</b>		

Supplemental Documentation Required for  
Fiscal Review Committee

If "other" please define:	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>
Method of Original Award: <i>(if applicable)</i>	
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>	Sole Source
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>	NA
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>	NA – The service is uniquely provided by EAB.



## MASTER MEMBERSHIP AGREEMENT

This MASTER MEMBERSHIP AGREEMENT (this “**Agreement**”), effective as of \_\_\_\_\_, 2016 (the “**Effective Date**”), is made by and between the Tennessee Board of Regents (“**TBR Member**”), the University of Tennessee (“**UT Member**”) (collectively “**Members**”) and Education Advisory Board, a division of The Advisory Board Company (the “**EAB**” or “**Advisory Board**”).

WHEREAS, Members operate the institutions of higher learning listed in Exhibit A attached hereto (each, a “**Member Institution**”); and

WHEREAS, the Advisory Board provides, to subscribing members, programs that include research and analysis based on information obtained from several sources (including members) and/or access to a web-based software tool that performs analysis of and displays results from data an individual member provides or makes available to the Advisory Board (each, a “**Program**”); and

WHEREAS, the parties wish to formalize a process by which Member Institutions may enroll in -Programs by, having this Agreement serve as the standard terms and conditions that would govern the Member Institution’s participation in a Program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member and the Advisory Board agree as follows:

1. Programs. The Programs which may be provided by EAB to a Member Institution hereunder and the applicable scope of services for the Program(s), including certain program-specific terms and conditions, shall be as set forth on Exhibit B attached hereto (collectively, the “**Services**”). The pricing for the Program(s) shall be as set forth on Exhibit C attached hereto.
2. Program Enrollment Process. A Member Institution may join a Program, or renew any Program, by entering into an addendum to this Agreement in substantially the forms attached hereto as Exhibit D or such other form as is mutually agreed upon in writing by the applicable Contract Offices (either TBR Member or UT Member, as designated in Exhibit A) and the Advisory Board, and that specifically references this Agreement (an “**Enrollment Addendum**”). The terms and conditions of this Agreement shall apply to and govern any Enrollment Addendum. In the event of a conflict between this Agreement, any Exhibit and/or any Enrollment Addendum, the Enrollment Addendum shall control over this Agreement, except with regard to the following Sections: 8 (Ownership), 9 (FERPA), 10 (Confidentiality; Reference), 11 (Limitation of Liability), 12 (Indemnification), 13 (Warranties), 22 (Governing Law; Survival), 27 (Data Security), and 28 (Service and Software Accessibility Standards). Any Member Institution currently enrolled in a Program covered by this Agreement may terminate its membership existing at the time of the execution of this Agreement without penalty and join this Agreement under and Enrollment Addendum. For avoidance of doubt, the foregoing shall not permit a Member Institution to terminate its membership in a Program and not join this Agreement.
3. Member-Provided Data. To the extent a Member Institution requests the Advisory Board to perform customized analysis for the Member Institution, the Member Institution, shall provide or make available to the Advisory Board such data as required for the Advisory Board to provide such analysis. The Member Institution, acknowledges and agrees that the Advisory Board exercises no control whatsoever over the content of such data or other information that the Member Institution, so supplies to be used in connection with the Services (such data or other information, collectively, “**Member-Provided Data**” or “**M-P Data**”).
4. Customized Site and Software; License. As part of the Services, a Member Institution, may be provided a customized, password-protected website for the applicable program as described in an Enrollment Addendum (“**Customized Site**”). During the term of the applicable Enrollment Addendum, subject to its terms and the terms of this Agreement:

- (a) the Member Institution, grants the Advisory Board a limited, non-exclusive license to use Member's name, logo, service marks and trademarks (collectively, "Marks") on the Customized Site for so long as the Institution subscribes to the Service;
- (b) the Advisory Board grants the Member Institution, a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license to access and use the Software via the Customized Site through use of the unique user identifiers provided to the Member Institution, ("Identifiers"), solely for purposes of (i) creating and viewing analysis and reports based on the M-P Data, and (ii) obtaining other information made available through the Software; and
- (c) the Member Institution, may access other information on the Customized Site.

For purposes of this Agreement, "Software" is any software to which a Member Institution, is provided access as part of the Services, including software provided by a third party, and is included in the defined term "Services". The Advisory Board and its suppliers reserve the right to update or enhance the Software at any time.

5. Authorized Users. A Member Institution shall only allow its employees to access and use the Software as "Authorized Users" (referenced in the applicable Enrollment Addendum), solely in accordance with the terms of this Agreement and the applicable Enrollment Addendum. The Member Institution shall only allow that number of Authorized Users to access the Software which does not exceed the number specified in the applicable Enrollment Addendum. In the event the number of Authorized Users is not specified, the number of Authorized Users will be unlimited for such Program. The Member Institution shall, be responsible for informing its Authorized Users that they may only use the Services at the Member Institution site specified on Exhibit A (each, a "Member Site") and at no other site. Further, use of the Services is only permitted for the Member Institution's own internal operations. The Member Institution shall further inform its Authorized Users that they may not, (a) use the Services in any manner or for any purpose that violates any law or regulation, or any right of any person, including, without limitation, intellectual property rights, (b) sell, lease or sublicense access or use of the Services, or (c) modify, alter, reverse engineer, decompile, or disassemble the Software. The Member Institution is responsible for any breach of its obligations, and representations within the Agreement.
6. Connectivity. A Member Institution is solely responsible, at its own cost and expense, for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to and use the Customized Site and Software.
7. Fees, Payment, and Taxes. The Member Institution will pay the Advisory Board fees for the Services as stated in the Enrollment Addendum as prescribed by the attached Exhibit B. The Member Institution shall pay the Advisory Board within thirty (30) days of receipt of an invoice. Overdue payments are subject to a late payment charge, which is compounded monthly, calculated at the rate of one percent (1%) per month, compounded monthly, or the amount specified in T.C.A. §§ 12-4-701, et seq, whichever is less. Fees are exclusive of Taxes and to the extent required by law, the Member Institution will promptly pay all Taxes, if any arising out of this Agreement. For purposes of this Agreement, "Taxes" means any sales, use and other taxes (other than taxes on the Advisory Board's income), export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. The Member Institution hereby confirms that the Advisory Board can rely on the Member Sites as being the place of supply for sales tax purposes. As State agencies, the Member Institutions are not liable for the payment of Tennessee property tax or sales or use taxes and Member will, at the time it enters into an Enrollment Addendum, provide the Advisory Board with a legally sufficient tax exemption certificate evidencing the same. The Member Institution will also provide to the Advisory Board a tax exemption certificate for each taxing jurisdiction for which it claims exemption. Unless otherwise prohibited by law, the Advisory Board will apply the benefits of any requested tax exemption to charges occurring under Member's account after the date the Advisory Board receives and processes such tax exemption certificates.
8. Ownership.
  - (a) M-P Data. As between the parties hereto, the Member Institutions own s all right, title and interest in and to the M-P Data and the Marks. Except as stated in this Agreement, no right, license, permission or interest of any kind in the M-P Data and Marks is intended to be given, transferred to or acquired by the Advisory Board by this Agreement. The Advisory Board is authorized to use such items only to the extent expressly authorized in this Agreement. Upon termination of an Enrollment Addendum, the Advisory Board's rights to and its use of the applicable M-P Data and to the Marks for the applicable Customized Site shall promptly cease. The Advisory Board shall either return to the Member Institution or destroy, and provide evidence satisfactory to the Member Institution of such destruction, any applicable

M-P Data or Marks in its possession at the time of termination. Nothing in this Section 8 (Ownership) shall prohibit Member and/or Member Institutions from performing their own analysis, processing, research or other manipulation of M-P Data through the use of programs, services or other solutions that are: (i) generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Agreement by Member or Member Institutions; (ii) available to the Member or Member Institutions on a non-confidential basis from a third-party source, provided that such third party was not prohibited from disclosing such confidential information; or (iii) independently developed by Member and/or Member Institutions, as established by documentary evidence, without reference to or use, in whole or in part, of any of the Advisory Board's Confidential Information and/or Materials.

- (b) Advisory Board Materials. As between the parties hereto, the Advisory Board owns all right, title and interest in and to the tools, methods, analyses, reports, research or other materials or information relating to the Services ("**Materials**"), provided that any the Materials do not include M-P Data. The Services, and the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing provided that they are not otherwise in the public domain, or generally known in the industry prior to the execution of this Agreement, shall also be the sole and exclusive property of the Advisory Board. The Member Institution shall be free to practice, both during the term of the Enrollment Addendum and after, those techniques which are in the public domain generally known in the industry. Except as stated in this Agreement, no right, license, permission or interest of any kind in the Services or Materials owned by the Advisory Board is intended to be given, transferred to or acquired by the Member Institutions by the Agreement. The Member Institutions are authorized to use such items only to the extent expressly authorized in this Agreement.
- (c) Member Materials. The foregoing notwithstanding, a Member Institution owns those research results, reports, materials and information created for, and delivered to such Member Institution under this Agreement or any Enrollment Addendum ("**Member Materials**"). The Advisory Board has a non-exclusive fully paid license to use any such Member Materials. Upon termination of an Enrollment Addendum, to the extent the Member Materials incorporate any Materials, Member and Member Institutions will receive a fully-paid, non-transferrable, non-sublicensable, perpetual license to use the Materials for its own internal purposes in accordance with the terms of this Agreement.
- (d) Multiple Programs. To the extent a Member Institution participates in more than one Program or service offering or enrolls in or purchases additional Programs or service offerings in the future, the data that the Member Institution provides to the Advisory Board in connection with a particular Program may be combined with data provided by the Member Institution in connection with other Programs or otherwise used by the Advisory Board in connection with other Programs to provide services to the Member Institution pursuant to the Agreement and other membership or services agreements between the Member Institution and the Advisory Board.

9. FERPA. To the extent that the Advisory Board receives from a Member Institution or otherwise has access to, on behalf of a Member Institution, personally identifiable information from a student education record (collectively, "**Student Records**"), the Advisory Board agrees to maintain such Student Records in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC § 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively "**FERPA**"). The Member Institution agrees (i) that the Advisory Board is performing for the Member Institution an institutional service or function for which the Member Institution would otherwise use its employees, (ii) that the Member Institution will exercise direct control over the Advisory Board's use and maintenance of education records, and (iii) that the Member Institution is responsible for complying with FERPA's annual notification requirement (34 C.F.R. § 99.7).

10. Confidentiality; Reference. Except as required by law, the Advisory Board will keep confidential any and all M-P Data. Notwithstanding the foregoing and except as to Student Records or Personal Information, the Advisory Board (a) shall not be obligated to maintain the confidentiality of M-P Data that is known to the Advisory Board prior to receiving the M-P Data from Member or that becomes known (independently of disclosure by Member) directly or indirectly from a source other than one having an obligation of confidentiality to Member, and (b) may use and disclose such M-P Data in a blinded or pseudonymous manner that does not divulge a Member Institution's name or other similar identifying information.

To the extent allowable under Tennessee law, Materials are confidential to the Advisory Board and its suppliers, if any. Thus, Members and the Member Institutions shall not disseminate or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, Materials by (a) any of its Personnel at a location other than the then current Member Site, or (b) any third party. "**Personnel**" means a party's officers, directors,

trustees, employees and agents. Member shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein. Notwithstanding the foregoing, the preceding provisions of this paragraph are subject to the requirements of T.C.A. Title 10, Chapter 7 and any other provisions of law pertaining to required disclosure of state records.

With a Member Institution's prior written consent related to the specific use the Advisory Board wishes to make of the Member Institution's name, the Advisory Board may use the Member Institution's name on a list of members in Advisory Board programs and provide the Member Institution's name as a reference for a prospective member of an Advisory Board program.

11. Limitations on Liability. Except with regard to Section 12 (Indemnification) below and to the extent permitted by Tennessee law, neither the Advisory Board nor its Personnel will be liable to Members or a Member Institution for any claims, liabilities, or expenses relating to the Services, the Materials or the Agreement for an aggregate amount in excess of two (2) times the fees paid or payable by the Member Institution to the Advisory Board pursuant to the applicable Program that gave rise to the damages during the twelve (12) month period before the claim, liability or expense arose, provided however that the Advisory Board shall be liable for all damages, without the foregoing limitation, finally judicially determined to have resulted from the Advisory Board's or its employee's or contractor's bad faith, gross negligence or intentional misconduct in performing obligations under this Agreement. In no event will a party or its Personnel be liable to the other party and/or its Personnel for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to the Services, the Materials or the Agreement. The prior sentences shall not limit The Advisory Board's indemnification obligations provided in this Agreement. In addition, the Advisory Board will not be liable in respect of the following (collectively "**Member Decision Events**") (a) any decisions made by a Member Institution based in whole or in part on the advice provided by third parties along with advice provided by the Advisory Board in the performance of the Services, provided however there shall be no exemption from liability where Member Institution makes a decision based solely on the advice provided by the Advisory Board (b) Member Institution's misuse of the Services, Materials or other data provided to the Member Institution in connection with the Services, or (c) any services or products provided by third party suppliers, developers or consultants.
12. Indemnification. The Advisory Board will indemnify, defend and hold harmless Members, the Member Institutions and their Personnel from any and all third party claims, liabilities and expenses arising from any infringement, misappropriation, or other violation by the Services or Materials of any United States patent, copyright, trademark, service mark, or trade secret right of a third party; provided that Member, the Member Institutions or their Personnel used the Services in accordance with the terms of the Agreement (the "**ABC Indemnity**"). The Advisory Board shall have no liability for any claim of infringement based on (a) Services which have been modified by Members, a Member Institution or any third party on Member's or Member Institution's behalf, (b) a Member Institution's use of the Services in connection with data not in accordance with the applicable technical guide provided by the Advisory Board, including M-P Data or combinations thereof, where use with such data gave rise to the infringement claim, or (c) Members or Member Institution's use of the Services with third party software or hardware not provided or approved by the Advisory Board, where use with such other software or hardware gave rise to the infringement claim. Should the Services become, or in the Advisory Board's opinion are likely to become, the subject of a claim of infringement, the Advisory Board may, at its option, (x) obtain the right for Members or the Member Institutions to continue using the Services, (y) replace or modify the Services so they are no longer infringing, or (z) if neither of the foregoing options is commercially reasonable, terminate the right of Members or the Member Institutions to use the affected Services. Upon such termination, the Advisory Board will refund to Members or the Member Institutions, as Member's sole remedy for such termination, on a pro rata basis any fees paid for Services to be provided following the effective termination date. This Section 12 states the Advisory Board's entire liability with respect to any claim of infringement regarding the Services. This Section shall survive the termination or expiration of this Agreement.
13. Warranties. The Advisory Board represents and warrants to Members and the Member Institutions that (a) it will provide the Services in a professional and workmanlike manner, and (b) the Services shall materially conform to the technical guide provided by the Advisory Board. Each Member Institution represents to the Advisory Board that both (a) its provision of M-P Data and (b) its and its Authorized Users' receipt of and access to the Services (including the Software and M-P Data and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws and that the Member Institution has obtained all necessary third party consents to provide the M-P Data and for such M-P Data to be used in the manner contemplated by the Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE

ADVISORY BOARD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND MATERIALS AND THE ADVISORY BOARD SPECIFICALLY DISCLAIMS, TO THE EXTENT APPLICABLE, ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DATA ACCURACY DERIVED FROM M-P DATA, AND SYSTEMS INTEGRATION WITH RESPECT TO THE SERVICES.

14. Termination.

- (a) With Cause. Any Enrollment Addendum or Program may be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the Enrollment Addendum or Program, as applicable, or this Agreement and such failure is not cured within forty-five (45) days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern. Upon such termination, each party shall have no further obligation or liability thereunder or hereunder with respect to such Enrollment Addendum or Program as applicable. In the event of a termination under this Section 14(a) by a Member Institution, such Member Institution shall not be entitled to a refund for any amounts previously paid for services to be performed after the effective date of the termination. For purposes of clarity, solely the Enrollment Addendum or Program under which or in relation to which a party has failed to perform a material obligation of this Agreement or such applicable document may be terminated; an unaffected Enrollment Addendum or Program, will not be terminated. Additional termination rights may be set forth in Exhibits of this Agreement.
- (b) Without Cause. A Member Institution may elect to discontinue participation in a Program, without cause, at its sole option, as set forth in the Exhibit C.
- (c) Funds Availability. All Enrollment Addendums are subject to the appropriation and availability of State and/or Federal funds. The foregoing notwithstanding, Member Institutions represent and warrant that funds sufficient to meet all financial obligations for the first year of Services under such Enrollment Addendums have been allocated and are available. Further, The Advisory Board agrees and understands that from the first anniversary of the start date of the term of such Enrollment Addendum, the financial obligations of Member Institutions are conditioned upon the appropriation of State and/or Federal funds, which are not controlled by the Member Institution. In the event that the entities controlling such funding fail to appropriate funds and a Member Institution has determined, in its sole discretion, that there are insufficient funds available to cover the obligation for the upcoming year under the Enrollment Addendum, a Member Institution shall have the right to terminate the Enrollment Addendum for the upcoming membership year without damage, penalty, cost or further obligation provided Member Institution has notified the Advisory Board in writing of its intention to exercise such option at least sixty (60) days in advance of such anniversary of the membership start date. Termination under this Section 14(c) due to a lack of funding shall not be deemed a breach of Agreement by a Member Institution. As of the effective date of a proper termination, the Advisory Board shall cease all work associated with said Enrollment Addendum. Should such an event occur, The Advisory Board shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.

15. Independent Contractor; Subcontractors. In performing the Services, the Advisory Board will act as an independent contractor and not as a Member's or a Member Institution's employee or agent, and neither party has the right or authority to bind the other party for any agreement or transaction. The Advisory Board shall have the right to use third parties, including, without limitation, its affiliates, in performance of its obligations and Services hereunder. As between the parties hereto, the Advisory Board is responsible for any breach of the Agreement by such third parties in performing its obligations and the Services.

16. Assignment. The Agreement is not assignable by any party hereto without the prior written consent of the other parties hereto, which shall not be unreasonably withheld or delayed; except that a party may assign the Agreement without such consent in the event of a Change in Control of such party. "Change of Control" means the sale or transfer of more than fifty percent (50%) of the voting or common stock of a party or the sale of all or substantially all of the assets of a party. The Agreement, including, without limitation, the limitations as to the specificity of the Services to the Member Site, shall be binding on a party's successors and permitted assigns.

17. Notice. Any notices under the Agreement shall be in writing and sent by overnight courier (effective upon delivery), certified mail, postage prepaid, return receipt requested (effective 3 days after posting), facsimile (effective upon

confirmation of transmission), or email along with a request by the sending party for confirmation of receipt (effective upon the sending party's receipt of such requested confirmation). Any such notices shall be sent to the names, addresses, and facsimile numbers set forth on the signature page of this Agreement.

18. Entire Agreement; Amendment. This Agreement, including the Exhibits hereto, constitutes the entire understanding and agreement of the Parties and supersedes all prior negotiations, understandings, and agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. In order for any amendment or supplement to this Agreement, including the Exhibits hereto, to be effective, such amendment or supplement must be in writing and signed by all parties. The foregoing notwithstanding, an Enrollment Addendum may be executed by a Member Institution and the Advisory Board and the applicable Contract Office (either TBR Member or UT Member), but shall not require the signature of both the TBR Member and UT Member.
19. Force Majeure. If the Advisory Board's performance under any Enrollment Addendum is interfered with by an Act of God, an act of terrorism, strike, riot, or other similar event beyond the Advisory Board's reasonable control, then, upon giving the applicable Member Institution prompt written notice, the Advisory Board will be excused from such performance to the extent of such event. If any such event delays the Advisory Board's performance under such Enrollment Addendum or Program for more than thirty (30) days, then the applicable Member Institution may terminate such Enrollment Addendum or Program upon written notice to the Advisory Board and be entitled to a refund of a pro rata share of any fee paid in advance by the Member Institution.
22. Governing Law; Survival. The Agreement is to be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict of laws rules. Sections 8 through 22 of this Agreement, and any provision of this Agreement (including, without limitation, Exhibits or Enrollment Addenda) that by its nature should survive, shall survive the expiration or termination of this Agreement.
23. Contract Amount. The Advisory Board warrants that no part of the total contract amount provided in this Agreement, or any Enrollment Addendum shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Advisory Board in connection with any work contemplated or performed relative to the agreement.
24. Documentation. The Advisory Board shall maintain documentation for all charges against the Member Institutions under this Agreement or any Enrollment Addendum. The books, records, and documents of the Advisory Board, insofar as they relate to work performed or money received under this Agreement or any Enrollment Addendum, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time during the Term and upon thirty (30) days advance written notice, by the Member Institutions or the Comptroller of the Treasury, or their duly appointed representatives.
25. Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilizes the service of illegal immigrants in the performance of the contract and requires the contractor attest in writing that the contractor will not knowingly utilize the services of illegal immigrants in the performance of the contract and will not knowingly utilize the services of any subcontractor, if permitted under the contract, who will utilize the services of illegal immigrants in the performance of the contract. The Advisory Board hereby attests, certifies, warrants, and assures that the Advisory Board shall not knowingly utilize the services of an illegal immigrant in the performance of this Agreement or any Enrollment Addendum and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this this Agreement or any Enrollment Addendum.
26. Sales and Use Tax Registration. The Advisory Board shall be registered or have received an exemption from the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Agreement.
27. Data Security.
  - (a) Data Privacy. Notwithstanding any contained in this Agreement, "**Personal Information**" means information provided to the Advisory Board by or at the direction of Members or a Member Institution, or to which access was provided to the Advisory Board by or at the direction of Members or a Member Institution, in the course of the Advisory Board's performance under this Agreement or any Enrollment Addendum that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual

(including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers.

The Advisory Board represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws.

- (b) Data Security. The Advisory Board represents and warrants that the Advisory Board will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments the Advisory Board deems necessary to maintain compliance with SSAE16.
- (c) Incident Response. "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any system, server or database, or any other unauthorized access, use, or disclosure of Personal Information occurring on systems under the Advisory Board's control. In the event of a Security Incident, the Advisory Board shall: (i) provide Members with the name and contact information for an employee(s) of the Advisory Board who shall serve as the Advisory Board's primary security contact and (ii) notify the appropriate Member and Member Institution of a Security Incident as soon as practicable, but no later than two (2) business days after the Advisory Board becomes aware of it, except where disclosure is prohibited by law. The parties agree that no notice pursuant to this Section 27 shall be required for attempted Security Incidents that fail to be successful and consequently fail to result in the unauthorized use or disclosure of Personal Information, such as pings and other broadcast attacks on the Advisory Board's firewall, port scans, unsuccessful log-on attempts, and denials of service.

The Advisory Board shall use best efforts to promptly mitigate or resolve any Security Incident, at the Advisory Board's expense and in accordance with applicable privacy rights, laws, regulations and standards. The Advisory Board shall reimburse the applicable Member Institution for actual costs incurred by the Member Institution in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

- (d) Return of Personal Information. At any time during the term of this Agreement or an Enrollment Addendum, at the applicable Member Institution's written request or upon the termination or expiration of this Agreement or the applicable Enrollment Addendum, the Advisory Board shall return to the applicable Member Institution all copies, whether in written, electronic or other form or media, of Confidential or Personal Information in its possession, or securely dispose of all such copies.

28. Service and Software Accessibility Standards. The Contractor warrants and represents that the service and software, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act. To the extent that the Products fail to meet the WCAG 2.0 AA, EPub 3 and Section 508 standards, the Contractor will provide Institution with a fully completed Accessibility Statement and Conformance and Remediation forms (Exhibits D and E)). The Contractor shall indemnify and hold the Institution harmless in the event of claims arising from inaccessibility related to the Contractor's products/services.

*[Remainder of this page intentionally left blank.  
Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver this Master Membership Agreement as of the date first set forth above.

EDUCATION ADVISORY BOARD,  
A DIVISION OF THE ADVISORY  
BOARD COMPANY

TENNESSEE BOARD OF REGENTS,

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Address for Notices:

Address for Notices:

The Advisory Board Company  
Attn: General Counsel  
2445 M Street, NW  
Washington, DC 20037  
Fax: (202) 266-5700  
Email: Legal@advisory.com

Tennessee Board of Regents  
Attn: Angela Gregory Flynn  
1415 Murfreesboro Road, Suite 350  
Nashville, TN 37217-2833  
Fax: (615) 366-2243  
Email: angela.flynn@tbr.edu

UNIVERSITY OF TENNESSEE SYSTEM,

By: \_\_\_\_\_  
Name:  
Title:

Address for Notices:

University of Tennessee System  
Attn: \_\_\_\_\_  
711 Andy Holt Tower  
Knoxville, TN 37996-0174  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## **Exhibit A**

### **Member Institutions**

University of Tennessee – Chattanooga (UT Member)  
University of Tennessee – Knoxville (UT Member)  
University of Tennessee - Martin (UT Member)  
University of Tennessee – Memphis (UT Member)  
University of Tennessee – Tullahoma (UT Member)  
University of Memphis (TBR Member)  
Middle Tennessee State University (TBR Member)  
East Tennessee State University (TBR Member)  
Tennessee Technological University (TBR Member)  
Tennessee State University (TBR Member)  
Austin Peay State University (TBR Member)

**Exhibit B**  
**Scope of Services for each Program**

**EAB Student Success Collaborative™- Campus**

**I. Overview**

This document summarizes the services that EAB proposes to offer to participants in its SSC- Campus. While the specific services and functionality described below may change as we develop the system in conjunction with our members, the program is likely to be comprised generally of three major categories of services:

**I. Orientation, Training and Support**

An assigned team of EAB employees, including a dedicated consultant and a business analyst, plays a key role in project planning and leading initial end-user training. This team actively helps the Member leverage its membership in the SSC- Campus and will include the following:

- System Configuration
- Data Acquisition and Validation
- Training Plans
- Initial End User Training
- Periodic, Ongoing Support for Major Releases

**II. Cloud-Based Integrated Student Success Platform**

**a. Comprehensive Academic Analytics and Predictive Modeling Engine**

The keystone of the membership is a secure, cloud-based student success engine that helps advisors, administrators and student success specialists analyze data to identify at risk students. The engine's capabilities will include the following:

- Predictive Student Risk Model
- Executive Workbooks
- Definition of Key Academic Milestones
- Faculty Based Early Alerts
- Major Explorer

**b. Comprehensive Care Coordination and Communications Platform**

The platform will also feature secure, cloud-based workflow and communications tools that facilitate the coordination of support activities across the campus. Key components include:

- Resource Appointment Scheduling and Queue Management
- 2-way Communication Platform
- Case Management
- Centralized Advising Notes
- Resource Utilization Monitoring

**c. Student Success Analytics for Institution Administrators**

Additionally, the platform will include secure, cloud-based summary analytics dashboards highlighting key student success metrics and insights for University administrators.

**III. Best Practice Sharing and Member Networking**

SSC- Campus will also include access to services fostering networking across the cohort and sharing knowledge of how member institutions are leveraging the membership to drive increased student retention and graduation success, including:

- Case studies profiling practice successes
- Research briefs on best practices
- User group conference calls
- Collaborative annual meetings
- Insights from Student Success Collaborative National Dataset

**II. Configuration and Specifications**

The information below reflects the SSC- Campus configuration for the Member.

**Total Number of Students (as of LOA start date): TBD**

**Number of Campus (es) : TBD**

**Name of Campus(es) : TBD**

**Number of Student ID Card Readers: Up to 30\***

*\*Additional card readers can be added for \$99 per card reader.*

### **System Conversions, Upgrades and Other Changes**

Membership fees are based upon Member's current Student Information System (SIS) configuration. EAB is pleased to accommodate data feeds from anticipated new source systems within the first year of membership. These anticipated changes should be provided by Member in writing within 60 days of signing the LOA. For all other system conversions, upgrades and/or material modifications which require reprocessing, remapping and revalidation of data, a one-time re implementation fee will be assessed based on EAB's hourly rate of \$175 per hour.

### **Data Requirements**

Member is responsible for assisting the EAB Development team in developing and transmitting a set of data files to the EAB secure data center. Both historical (up to 10 years) as well as current data are required. Data from the following systems are expected to be extracted and transmitted:

1. Student Information System (SIS)
2. National Student Clearinghouse ("NSC") data; Member and NSC may have entered, or in the future may enter, into a School Participation Agreement, which includes EnrollmentVerify and DegreeVerify services. NSC has entered into a services agreement with EAB, which permits EAB to access and receive Member data from NSC (the "NSC Data") in order for EAB to provide services to its members, including the services provided under this agreement. Member hereby authorizes NSC to permit access by EAB and/or disclose to EAB the NSC Data for the purpose of EAB providing any contracted services to Member. EAB may rely on the preceding authorization without liability.
3. Secure Data Acquisition Requirements
  - A server (physical or virtual) with Java 7 or higher installed
  - Outbound HTTPS connectivity
  - Network connectivity and read-only access to SIS data (test and production)
  - Platform-appropriate inbound access for EAB Integration Engineers to connect to the servers (for example, RDP for Windows, ssh for Linux)
  - Install of the EAB Connect by Member or EAB to be run as a service

### **Authorized Users**

EAB will provide access to an unlimited number of authorized users designated by Member that is equal to the total number of academic advisors, other student services staff and administrators with oversight for the colleges that are included in the SSC-Campus. In addition, EAB will provide access to an agreed upon number of student users as defined in the configuration table above.

## **Data Acquisition Services Scope of Engagement**

### **Overview**

Data Acquisition services are optional delivery services provided to generate necessary data from requisite University Systems including but not limited to SIS. This data is needed to populate the SSC Campus business intelligence tool.

### **Implementation Support**

In providing the Data Acquisition services, EAB shall do the following, where possible:

- Outline source data fields required for implementation of SSC-Campus in consultation with EAB staff and Member subject matter experts;
- Create SQL queries to extract data or code in the Query Environment specified above to output data files for implementation of SSC-Campus;
- Develop query logic and/or code to generate regular updates of the output data files on a frequency needed by SSC-Campus; and
- Work with Member's staff to integrate the Data Acquisition services queries or code into the production environment.

### **Institution Support Requirements**

EAB is pleased to provide Member with the Data Acquisition services at no additional cost. Shortly after joining SSC-Campus, Member and an assigned team of EAB employees will participate in a technical planning call to discuss project implementation and utilization of the Data Acquisition services and will provide a Statement of Work. Member is required to provide access to the applications named above within two (2) weeks of the technical planning call. In the event Member does not provide access to the required applications within two weeks of the technical planning call, EAB reserves the right to charge an additional fee.

## **EAB Student Success Collaborative™ - Guide**

### **Overview**

The purpose of the SSC-Guide program is to facilitate collaboration among colleges dedicated to pioneering new and innovative approaches when helping students' progress toward successful college outcomes. We will provide universities with technology tools to drive student awareness and action around issues that may prevent them from progressing academically, connect them with the appropriate campus resources to resolve their problems, and elicit new information on student engagement to inform targeted outreach and resource improvement. We will also provide the necessary support services, training, and best practices to ensure successful campus rollout and adoption.

This document summarizes the services that EAB proposes to offer to the Early Development Member as part of the SSC-Guide program. While the specific services and functionality described below may change as we develop the system in conjunction with the Early Development Members, the program is likely to be comprised generally of the following:

- Orientation, training, and support services
- Campus communication platform
- Intervention and resource recommendations
- Student engagement analytics
- Application utilization reports for authorized users
- Best practice sharing and member networking

### **I. Scope of Services**

#### **Orientation, Training and Support**

An assigned team of EAB employees, including a dedicated consultant and a business analyst, plays a key role in planning how best to introduce this new technology on campus. This team actively helps the Early Development Member leverage its participation in the program, and to:

- Configure platform to the Early Development Member specifications
- Develop plan for roll-out and student utilization
- Load/ validate Early Development Member-specific data into the technology platform
- Implement reliable Single Sign On connectivity
- Lead initial training of authorized administrative users of the web-based tools

#### **Campus Communication Platform**

The core of the membership is a secure, private campus communication platform that helps students, instructors, advisors, staff, and organizations connect with one another to drive a deeper engagement and support academic success. The platform's capabilities will include the following:

- Personalized feed
- Campus channels and events
- Direct messaging

#### **Intervention and Resource Recommendations**

The platform will also feature a secure, cloud-based engine that facilitates automated and manual distribution of targeted intervention campaigns to connect students with campus resources, and report on the results.

#### **Student Engagement Analytics**

Additionally, the platform will provide student success specialists and administrators with insight into student engagement within the semester through cloud-based summary analytics.

#### **Access to Summary Data from Platform for Authorized Users**

EAB will provide access to utilization data drawn from platform to a limited number of authorized users designated by the Early Development Member upon request. Delivery of data will occur in a format and timeline that will be mutually determined with the immediate project team.

#### **Best Practice Sharing and Member Networking**

The program will also include access to services fostering networking across the Early Development Member cohort and sharing knowledge of how member institutions are leveraging tools to drive increased student retention and degree

completion, including:

- Case studies profiling practice successes
- Research briefs on best practices
- User group conference calls

## II. Configuration and Specifications

The information below reflects the SSC- Guide configuration for the Member.

**Total Number of Students (as of LOA start date): TBD**

**Number of Campus (es) : TBD**

**System Conversions, Upgrades and Other Changes**

The Project Initiation Fee is based upon the Early Development Member's current Student Information System (SIS) configuration. EAB will assess a one-time re-implementation fee for system conversions, upgrades, and/or material modifications which require reprocessing, remapping, and revalidation of data at EAB's hourly rate of \$175 per hour.

### **Data Requirements**

The Early Development Member is responsible for assisting the EAB Development team in developing and transmitting a set of data files to the EAB secure data center. Data from the following systems are expected to be extracted and transmitted:

#### Student Information System (SIS)

National Student Clearinghouse ("NSC") data; the Early Development Member and NSC may have entered, or in the future may enter, into a School Participation Agreement, which includes EnrollmentVerify and DegreeVerify services. NSC has entered into a services agreement with EAB, which permits EAB to access and receive Member data from NSC (the "NSC Data") in order for EAB to provide services to its members, including the services provided under this agreement. Member hereby authorizes NSC to permit access by EAB and/or disclose to EAB the NSC Data for the purpose of EAB providing any contracted services to Member. EAB may rely on the preceding authorization without liability.

#### Secure Data Acquisition Requirements

- A server (physical or virtual) with Java 7 or higher installed
- Outbound HTTPS connectivity
- Network connectivity and read-only access to SIS data (test and production)
- Platform-appropriate inbound access for EAB Integration Engineers to connect to the servers (e.g., RDP for Windows, ssh for Linux)
- Install of the EAB Connect by the Early Development Member or EAB to be run as a service

The Early Development Member shall coordinate with EAB to ensure that the application data is reliable and valid. EAB will provide test cases for the Early Development Member to validate against their SIS. In addition to data from the above systems, the Early Development Member shall collaborate with EAB to catalogue interventions and on-campus resources for use in the resource recommendation engine, as well as encourage the creation of 'channels' and content by campus resources and organizations to support student utilization.

Based on feedback received during the initial development period, the exact data specifications and requirements may change to support functionality required by the Early Development members.

### **Early Development Member Responsibilities**

The Early Development Member agrees to complete the following requirements by the specified dates or milestones:

- Identify project team within the first week of the Term (N.B. Term refers to term of agreement and not academic term).
- Identify executive level sponsor(s) within two weeks of the start of the Term who will participate in the Welcome Call.
- Meet with EAB within four weeks of the start of the Term for an onsite project kick-off led by EAB.
- Provide access to the Early Development Member's network and Student Information System ("SIS") to

- designated EAB employees prior to the project Welcome Call.
- Provide the necessary permissions detailed below under Data Access Permissions prior to the project Welcome Call.
  - Allow EAB to install software on the Early Development Member's network, which will house EAB's lightweight extract store and scheduler application.
  - Share Single Sign On protocol to establish secure identity management between systems.
  - Partner with EAB to develop and execute strategies to drive adoption (i.e., download product) and ongoing utilization of SSC-Guide among students.
  - Be available for recurring communication during the Term and to provide timely feedback about use of the platform, including but not limited to usability, bug reports, and test results.
  - Partner with EAB to help drive ongoing product innovation.

***Data Access Permissions***

The Early Development Member will coordinate the delivery to EAB of any and all confidentiality agreements, data use agreements, or similar agreements required by the Early Development Member's SIS vendor in order to permit EAB access to interact with the Early Development Member's SIS and deliver appropriate data feeds to the program. All such documentation shall be delivered to EAB prior to the Welcome Call.

## **EAB Connect Scope of Engagement**

### **Overview**

EAB Connect is a set of optional delivery services provided to generate necessary data from requisite University Systems including but not limited to SIS. This data is needed to populate the combined SSC-Campus and SSC-Guide business intelligence tool.

### **Implementation Support**

In providing the EAB Connect services, EAB shall do the following, where possible:

- Outline source data fields required for implementation of SSC-Campus and SSC-Guide in consultation with EAB staff and the Early Development Member subject matter experts;

- Create SQL queries to extract data or code in the Query Environment specified above to output data files for implementation of SSC-Campus and SSC-Guide;

- Develop query logic and/or code to generate regular updates of the output data files on a frequency needed by SSC-Campus and SSC-Guide; and

- Work with the Early Development Member's staff to integrate the EAB Connect services queries or code into the production environment.

### **Institution Support Requirements**

EAB is pleased to provide the Early Development Member with the EAB Connect services at no additional cost.

Shortly after joining SSC-Campus and SSC-Guide, the Early Development Member and an assigned team of EAB employees will participate in a technical planning call to discuss project implementation and utilization of the EAB Connect services and will provide a Statement of Work. The Early Development Member is required to provide access to the applications named above within two weeks of the technical planning call. In the event the Early Development Member does not provide access to the required applications within two weeks of the technical planning call, EAB reserves the right to charge an additional fee.

**Exhibit C  
Pricing**

Member may elect to add Member Institutions to the Agreement via an Enrollment Addendum at the Preferred Fees outlined below on or before March 30, 2019. A Member Institution may elect to enroll in a Program(s) for a three (3) year or five (5) year term (a "Term" and each year therein, a "Year"). A Member Institution may renew its membership in the Program(s) upon mutual agreement of the parties at then current pricing.

**Student Success Collaborative – Campus**

Student Enrollment	Standard Fees		Preferred Fees	
	Set-Up Fee (One-Time)	Year One Annual Fee	Set-Up Fee (One-Time)	Year One Annual Fee
Less than 7k	\$83,000	\$209,000	\$51,000	\$128,000
7k to 11k	\$96,000	\$240,000	\$57,000	\$138,000
11k to 15k	\$111,000	\$279,000	\$62,000	\$151,788
15k to 19k	\$123,000	\$306,000	\$67,000	\$168,500
19k to 22k	\$130,000	\$326,000	\$73,000	\$181,000

**Student Success Collaborative – Guide**

Student Enrollment	Standard Fees		Preferred Fees	
	Set-Up Fee (One-Time)	Year One Annual Fee	One Time Set-up Fee	Year One Annual Fee
Less than 7k	\$30,000	\$123,000	\$19,000	\$77,000
7k to 11k	\$39,000	\$156,000	\$23,000	\$92,000
11k to 15k	\$44,000	\$179,000	\$27,000	\$107,000
15k to 19k	\$49,000	\$196,000	\$30,000	\$121,000
19k to 22k	\$51,000	\$209,000	\$34,000	\$136,000

**Academic Performance Solutions**

Student Enrollment	Standard Annual	Preferred Annual Fee
Less than 7k	\$170,000	\$105,000
7k to 11k	\$203,000	\$125,000
11k to 15k	\$225,000	\$135,000
15k to 19k	\$245,000	\$155,000
19k to 22k	\$266,000	\$175,000

Should Member elect the three (3) year Term the annual service fee for each Year beyond Year 1 shall increase by five percent (5%) however, should Member elect a five (5) year Term the Advisory Board agrees to waive the increase.

The Advisory Board will invoice each Member Institution an additional \$7,500 per Year to offset our travel and other similar administrative expenses.

**5 Year Term – Without Cause Termination.** A Member Institution may elect to discontinue participation in a Program, without cause, at its sole option, to be effective at the conclusion of the Year 3 (the "Termination Date"). In such event, the Member Institution must provide advance written notice to the Advisory Board not less than sixty (60) days prior to the Termination Date, in which case the Program will cease on the Termination Date and the Member Institution will owe a fee equal to the retroactive annual fee increase of 5% per year for the first three (3) years of the term of the applicable Enrollment Addendum, however, the Member Institution will not be obligated to pay the annual fees for the remainder of the Term. If the Member Institution does not provide notice in accordance with this Section, the Member Institution's membership in the Program will continue for the remainder of the Term.

**Exhibit D**

**Form of Enrollment Addendum**

[THE ADVISORY BOARD COMPANY LETTERHEAD]

[DATE]

CONTACT  
TITLE  
MEMBER INSTITUTION  
ADDRESS  
CITY, STATE, ZIP

**Re: Enrollment Addendum ("EA") – [Name of Program]**

Dear CONTACT:

Thank you again for the time you have afforded us to evaluate [Name of Program] (the "**Program**"). We are excited about the opportunity to work with [Member Institution] ("**Member Institution**") and are submitting this document for your signature to enroll the Member Institution in the Program on the terms and conditions set forth in the Master Membership Agreement, dated as of [date of Master Agreement], between Tennessee Board of Regents ("**TBR Member**"), the University of Tennessee ("**UT Member**") (collectively the "**Members**") and Education Advisory Board, a division of The Advisory Board Company (the "**EAB**"), as supplemented by this EA (together, the "**Agreement**").

**I. Terms of Coverage**

Under the terms of the Agreement, the Member Institution will have access to all services provided to members of the Program, which are described in greater detail in the "Scope of Services" attached to and a part of this EA.

**II. Terms of Enrollment**

The term of your membership in the Program will begin on START DATE and end on END DATE.

We are pleased to extend the following special preferred membership fees in recognition of the Member Institution's involvement in and support of the Program for the membership term specified above (fees subject to change if different term):

Product	Term	Initial One-Time Set-up Fee	Year 1 Annual Fee	Year 2 Annual Fee	Year 3 Annual Fee	Year 4 Annual Fee	Year 5 Annual Fee

**III. Maximum Liability**

In no event shall the maximum liability of the Member Institution under this EA exceed [WRITTEN DOLLAR AMOUNT] [\$NUMBER AMOUNT]. The Fees include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Advisory Board. The maximum liability represents available funds for payment to the Advisory Board and does not guarantee payment of any such funds to the Advisory Board under this EA unless the Advisory Board performs the work.

**IV. Notice.**

Any notices under the EA shall be in writing and sent by overnight courier (effective upon delivery), certified mail, postage prepaid, return receipt requested (effective three (3) days after posting), facsimile (effective upon confirmation of transmission), or email along with a request by the sending party for confirmation of receipt (effective upon the sending party's receipt of such requested confirmation). Any such notices shall be sent to the names, addresses, and facsimile numbers set forth on the signature page of this EA.

**V. Enrollment in the Program**

To initiate the Member Institution's involvement in the Program under the terms of the Agreement, please sign this EA and return it via facsimile to our offices at 202-266-5700 no later than [Date] (after which fees set forth above are subject to change)– please send Attn: [Name].

**IN WITNESS WHEREOF**, each Party's duly authorized representative has executed this Amendment as of the Effective Date.

**EDUCATION ADVISORY BOARD, a division of  
THE ADVISORY BOARD COMPANY**

**MEMBER INSTITUTION**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[APPLICABLE UT OR TBR MEMBER]**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_