

VOID IF EXECUTED AFTER: June 30, 2019  
CUSTOMER: Texas A & M University - College Station

# Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Texas A & M University College Station** - a member of The Texas A&M University, an agency of the State of Texas ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the the Texas A&M University System Office Master Agreement signed September 13, 2018 and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

## A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)
1	SS-MER-RSRCHSTRA	MER RESEARCH & STRATEGY	1 Year Upon Signature	\$80,000.00
			<b>Total</b>	<b>\$80,000.00</b>

## B. Terms


1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Upon conclusion of the Initial Term, this Order Form shall terminate.
3. Effective Date: Final Signature Date.

## C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form. As an agency of the State of Texas, TAMU is tax exempt.

## D. Special Provisions

1. The attached Statement of Work describing the services to be provided is attached hereto as Exhibit 1 and is incorporated herein by this reference.

Sales Approved: Cole Galyon	
Initial:	

Customer: Texas A & M University - College Station
Signature:
Name:
<b>ROBERT C. BOUNDS</b> DIRECTOR, PROCUREMENT SERVICES
Title:
Date: 22 MAY 2019
Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?
No
Yes - Please complete below
PO Number:
PO Amount:
Attach PO :
Attach Tax Exemption:

Blackboard Inc.
Signature:
Name: Bill Jones
Title: Deputy General Counsel
Date: May 15, 2019

**EXHIBIT 1**  
**TO**  
**BLACKBOARD ORDER FORM**  
**STATEMENT OF WORK**

This Work Statement is a preliminary expectation of both Blackboard and Customer of the services that may need to be performed. As such it may be modified by a writing approved by the designated representatives of each Blackboard and Customer. The work described below is intended to be performed on a time and materials and/or fixed fee basis.

This Statement of Work ("SOW") is an attachment to the Blackboard Order Form between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

**Strategically Planning for Growth**

As Texas A&M University College of Engineering prepares for enrollment growth, an understanding of target student audiences, market demand, and institutional readiness will be essential to success. Blackboard proposes a comprehensive set of strategy and market research services directly correlated to your goals and supported by best-in-class, data-driven techniques.

Blackboard's *Research Playbook* identifies favorable market opportunities by incorporating market research in three key areas:

- **Program Viability:** Determining the best programs for ongoing investment based on student and employer demand, the competitive landscape, and institutional requirements.
- **Competitive Differentiation:** Analyzing competitor strengths and threats to identify uncontested markets for new academic programs or unique delivery formats.
- **Audience Segmentation:** Identifying successful student segments and gaining an understanding needs, motivations and influencers.

Based on analysis of these core areas, Blackboard will identify opportunities for the institution to successfully position itself for market share growth.

**ACTIONABLE INSIGHTS**

To achieve your long-term enrollment goals, market research and strategy cannot happen in a vacuum. Too often we have witnessed research reports that were filed away with good intentions, but no solid plan for execution. To avoid this from happening, the Blackboard team will go through extensive steps to provide you with output materials that are digestible, easily read, but also comprehensive with supporting facts. We will provide a suggested action plan for next steps, showing what should be done either by your team or chosen partners in the near-term and beyond. In this step, your team will be asked to strongly consider implementation phases that cover messaging and creative development, communications and media planning, lead nurturing, and enrollment management. Our experts will provide TEXAS A&M UNIVERSITY COLLEGE OF ENGINEERING with guidance and thorough recommendations on the best ways to move forward with these critical components. Through these exercises, the insights gleaned from the market research can lead to hard results.

**WORK STREAMS**

The following work streams contribute to the comprehensive Research Playbook, aimed at providing the institution with actionable insights and recommendations for enrollment growth.

**I. Program Viability**

This work stream leverages secondary, and potentially primary, market research to prioritize existing programs for investment based on student and employer demand. This work will provide insights into the programs best suited for growth. The market research effort will involve supply (competitor capacity) and demand (student and employer perception) to determine overall market viability. Insights learned from the institution around internal resources, capacity, and growth objectives will be emphasized. The work product is a quadrant scorecard that provides clear visual direction about programs that showcase potential for success. We will recommend up to 5 priority online programs and provide program dashboards on each.

***Existing Program Prioritization***

Blackboard will flag existing programs already offered in the current portfolio that are primed for investment and growth. Often this step validates what the institution is already experiencing and provides a mechanism for further focus.

***"White Space" Identification***

Blackboard will identify potential programs offered at other institutions that would be a good fit. These programs represent potential "white space" that could be profitable investments. We will examine conferral trends and employer demand as well as competitor supply.

## Secondary Research

To accomplish our assessment, Blackboard will analyze data available from the National Center for Educational Statistics (NCES) and the Integrated Postsecondary Education Data System (IPEDS) database, along with resources and reports from specific international regions of importance to TEXAS A&M UNIVERSITY COLLEGE OF ENGINEERING. This will focus on five years of data from IPEDs in order to understand trends in completions, market share, and growth rate (CAGR). This analysis will document the absolute numbers of degrees awarded for each program in the most recent year for which data is currently available, five-year trends in the numbers of degrees awarded, the top five degree producers in the state, and national trends for community colleges. Competitor programs to be profiled will be identified from this analysis.

Blackboard will conduct a "cross-walk" to examine and report on labor market trends in the selected geographic area and the major geographical regions. Using data available from the Bureau of Labor and Statistics, Blackboard will identify current and emerging career areas that require educational training and will contribute to student demand over the next decade.

We will also leverage online search volume results from sources such as Google and Bing. This data will help us to understand demand by country and program based on keyword choices and selections.

## 2. Competitive Differentiation

Understanding the competition including both best practices as well as weaknesses is an essential component of the strategic process. By analyzing how competitors are designing, messaging and promoting similar programs, we can find key pockets of opportunity and differentiation. Blackboard will include an overview of 3 competitors identified by institution as well as 2 competitors from the following list: Arizona State University, Colorado State University Online (Fort Collins), Ohio State University, University of Texas Arlington University of Texas Rio Grande Valley. The competitor selection can be based upon Blackboard recommendations and/or on Institution preference. Blackboard will evaluate each chosen competitor's cost structure, online program offering, admission requirements, enrollment trends, and general positioning within the market.

## 3. Audience Segmentation

Determining the best target student segments for growth requires analysis from two angles. First, we will use secondary research to identify the profiles of individuals interested in your programs leveraging demographic, educational and workforce data sources. Second, we look for potential new audiences as pockets of opportunity based on program, industry and student growth trends. Our process covers four key steps:

1. Defining the successful online student profile
2. Seeking pockets of opportunity to identify underserved student groups
3. Defining potential new audience personas
4. Confirming and sizing by persona using predictive marketing analytics software and heat maps

We are able to focus marketing efforts on those likely attracted to particular programs with precise targeting and confidence. The output of this analysis includes comprehensive segmentation and persona profiles. These profiles examine the key demographic and psychographic attributes contributing to a prospective students decision-making process. The analysis will provide the institution with actionable insights into the best messaging, marketing channels, and support processes required to meet the needs and expectations of these target audiences. We also include graphical heat maps by region that visually highlight where these audiences are living within the US at the zip, county, MSA and state level. This comprehensive approach to segmentation is unsurpassed and will offer a deep understanding of the prospective student groups most viable for growth.

### Work Products:

- Research Playbook covering: 1) Program Viability, 2) Competition, 3) Audience Segmentation, 4) Top Recommendations and Findings, 5) Go-Forward Plan
- Supporting Research Reports:
  - Research analysis including a supply and demand quadrant
  - Program dashboards for up to 7 most viable programs
  - Competitive report covering up to 5 total competitors (2 from predetermined list above)
  - Audience Segmentation report including up to 3 target segments covering demographics and psychographic attributes by group, suggested positioning and messaging, as well as heat maps by desired geography.

### Client Responsibilities and Assumptions:

- TEXAS A&M UNIVERSITY COLLEGE OF ENGINEERING will make available documents, reports, plans, data, etc. requested by Blackboard as well as any additional items it feels would provide value to the engagement. Blackboard fully acknowledges that some of the requested items may not exist or may not be available, and therefore will strive to advance the project without such information unless it will adversely affect completion.
- TEXAS A&M UNIVERSITY COLLEGE OF ENGINEERING will provide access to and schedule the participation of requested staff, faculty, stakeholders, and/or students.

- TEXAS A&M UNIVERSITY COLLEGE OF ENGINEERING will work with Blackboard to schedule, coordinate and facilitate on-campus discovery sessions of workshops and interviews.
- TEXAS A&M UNIVERSITY COLLEGE OF ENGINEERING will provide any pertinent previous market research that has been conducted regarding online programs, competitive landscape, etc.
- TEXAS A&M UNIVERSITY COLLEGE OF ENGINEERING will provide timely input and approval of the identified competitors that will be researched as part of this work stream.
- TEXAS A&M UNIVERSITY COLLEGE OF ENGINEERING will provide any existing research or data that will inform target audiences and the coinciding psychographics.

#### Project Fees

Market Research	Rate
Program Viability	\$30,000
Competitive Differentiation	\$20,000
Audience Segmentation	\$30,000
<b>TOTAL</b>	<b>\$80,000</b>

The following additional terms and conditions apply only to the extent that you purchase the below-referenced Products and Services as specified in an Order Form.

### BLACKBOARD STUDENT SERVICES

#### 1. STUDENT SUPPORT SERVICES

**1.1 Types and Estimates of Student Support Services.** The Order Form will specify whether you have purchased inbound, live outbound, and/or automated outbound Student Support Services. The estimated number of monthly Inbound Interactions, Average Handle Time, and quarterly Outbound Interactions, all as applicable and defined below, are also set forth on the Order Form. In the event that these estimates exceed the actual parameters experienced in the relevant period, we shall be excused from any failure to meet any service levels for such period. The parties shall review the estimates at the end of any term and agree on updated estimates for any renewal term (including the payment of additional fees based on such updates), and update the Order Form accordingly.

**1.1.1 Inbound Interactions.** You represent that the estimated monthly Inbound Interactions is a reasonable estimate, and at the end of a term we shall be entitled to invoice you in accordance with the terms set forth herein. You acknowledge and agree that, if during any annual term, the actual number of Inbound Interactions exceeds your total Estimated Inbound Interactions ("Excess Inbound Interactions"), then at the end of the then-current annual term, we shall be entitled to charge you for all such Excess Inbound Interactions at a Per Incident Rate. The "Per Incident Rate" is calculated by dividing the total Student Support Services Fee (as listed on the applicable Order Form or Renewal Notice) for the annual term by the total Estimated Inbound Interactions. You may upwardly adjust estimated monthly Inbound Interactions for any future month upon delivery of 60 days' prior written notice to us.

**1.1.2 Live Outbound Interactions.** If the actual live Outbound Interactions exceeds the quarterly estimate by 15% or more, we will meet to determine whether the estimate for future quarters needs to be upwardly adjusted (and, if so, shall update the Order Form accordingly, including the payment of additional fees).

**1.2 Provision of Service Desk Infrastructure.** We shall provide the enabling technology, software system, or other designated support procedures/processes and related third party technologies that will provide back-end ticketing, a customer-facing knowledge base and related support modules, including access to self-help resources and live support via phone, chat, and web-based submissions, where applicable ("**Service Desk Infrastructure**") to users designated by you who will become familiar with the Service Desk Infrastructure and work with the Blackboard Service Desk on your behalf to provide the Student Support Services ("**Authorized Customer Support Users**") to students, faculty or staff members of yours located at or receiving or providing services through your institution ("**Authorized End Users**").

**1.3 Implementation.** We shall provide an implementation project manager, implementation resources, and requisite tools to develop and implement your Student Support Services. Implementation services, development, and associated go-live dates are assumed to be standard unless otherwise specified in a custom scope. If, during implementation, it is discovered that your business processes necessitate a custom scope after contract signing, go-live dates could be impacted. We will also provide you with an account executive and an operational account manager. During the implementation phase, the parties shall co-author the call script to be used by our representatives.

**1.4 Availability.** We shall use commercially reasonable efforts to make the Service Desk Infrastructure is available. From time to time, it may be necessary for us to perform scheduled maintenance on and/or deliver upgrades to various components of the Service Desk Infrastructure, as set forth in more detail in the Order Form.

**1.5 Your Responsibilities.** These responsibilities are essential to our achievement of service levels for you.

**1.5.1 Access.** You agree to provide us any reasonable information and training required by us to establish the Service Desk Infrastructure. You will provide reasonable access to your personnel and arrange for us to have

suitable access to your facilities (including suitable office space and resources for our personnel working on-site) and systems within your control necessary to perform the Student Support Services.

**1.5.2 Cooperation.** You agree to assign an executive sponsor and day-to-day project manager with final sign-off authority to review and approve processes, work-flow, knowledge base and escalation procedures regarding the Student Support Services. Your personnel will actively participate in review and planning meetings, trainings, and the communication of processes and documentation reasonably required to provide the Student Support Services.

**1.5.3 Usage Limitations.** You shall use best efforts to ensure that only Authorized Customer Support Users are provided access to the Service Desk Infrastructure and Student Support Services, including not causing or permitting third parties to access such infrastructure or services.

**1.6 Authorized End Users.** You acknowledge that we will rely on information provided by you. You agree to provide such information that is reasonably requested by us from time to time, including (i) a comprehensive list of all current and (to the extent then known) potential Authorized End Users, (ii) the email addresses and/or phone numbers of Authorized End Users, (iii) student demographic information, and (iv) headcount data.

**1.7 Representations and Indemnity.** If you request that we contact any Authorized End User or other person on your behalf ("**Recipient**"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Student Support Services, and with respect to the content and transmission of calls, texts, and other messages ("**Messages**") sent using the Student Support Services, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "**Telemarketing Laws**"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of this Agreement.

Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of this Agreement.

**1.8 Changes and Oral Instructions.** The parties shall participate in monthly change management discussions and will document any agreed changes. You shall, to the extent reasonably possible, provide us with no less than 60 days' prior notice of events that you anticipate will increase volume of the Student Support Services. We may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if we receive an oral instruction to proceed from your project manager or another authorized representative and we send a written confirmation of the oral instruction to you.

**1.9 Added Definitions.**

**1.9.1 "Average Handle Time"** means, with respect to any period, the average time (including talk time, time on hold, and wrap-up time) taken to handle an Inbound Interaction.

**1.9.2 "Inbound Interaction"** means a single inbound Support Request from an Authorized End User to the Service Desk or the Service Desk Infrastructure. An Inbound Interaction does not include (i) live or automated outbound Support Services or (ii) self-help by an Authorized End User where there is no interaction between the Service Desk and an Authorized End User.

**1.9.3 "Outbound Interaction"** means an outbound interaction between the Service Desk and an Authorized End User (for example, during a live outbound campaign in support of enrollment or financial aid objectives). An Outbound Interaction may be either a live interaction between a Blackboard Service Desk member and an Authorized End User or automated (e.g., outbound text messages). An Outbound Interaction does not include (i) inbound Student Support Services or (ii) self-help by an Authorized End User where there is no interaction between the Service Desk and an Authorized End User.

**1.9.4 "Service Desk"** means our personnel that provide Student Support Services to Authorized End Users under this Section 24.

**1.9.5 "Support Request"** means a request for assistance received by Blackboard's Service Desk and/or Service Desk Infrastructure from an Authorized End User, such as any answered phone call, answered email, or answered chat.



# SCHEDULE AT A GLANCE

## Chancellor's Symposium on Accessibility

**Tuesday, June 11, 2019**

8:15 – 11:45 a.m. **Preconference Workshop: Accessibility Certification with Raymond Rose**

**TAMU Campus – Transportation from Hilton to campus and return provided**

**Tuesday, June 11, 2019**

11:45 a.m. **Registration opens** – Pre-function area near Ballroom 5-7 (Hilton College Station)

1:00 – 1:10 p.m. **Welcome and Opening Remarks**

1:10 – 1:55 p.m. **Opening Keynote:** *Going Way Beyond Accessibility with Universal Design for Learning*  
**Dr. Tom Tobin**

1:55 - 2:00 p.m. **5 minute break**

2:00 – 2:45 p.m. **Plenary Session #1:** *Practical Look at Accessibility*  
**Justin Romack**

2:45 – 3:00 p.m. **Break**

3:00 – 3:30 p.m. **Institutional Team Working session**  
**Accessibility Action Planning Session #1**

3:30 – 3:35 p.m. **5 minute break**

3:35 – 4:20 p.m. **Breakout Sessions #1**

**Mockingbird A/B**  
*Planning & Prep: Who, What, When, Where & Why?*  
**Linda Scott & Rene Quiroz**

**Mockingbird C/D**  
*I Don't Know What I Don't Know – Resources to Get Started*  
**Cynthia Kauder & Sharon Gibson-Mainka**

**Brazos Amphitheater**  
*Expand Learner Choices with Systematic UDL Implementation*  
**Dr. Tom Tobin**

**Ballroom 6-7**  
*Accessibility Myths - Busted*  
**Debra Dandridge & Lisa Bunkowski**

4:20 – 5:05 p.m. **Plenary Session #2:** *Accessibility in STEM disciplines*  
**Sunay Palsole**

5:05 – 5:10 p.m. **5 minute break**

5:15 – 5:45 p.m. **Institutional Team Working session**  
**Accessibility Action Planning Session #2**

6:00 p.m. **Attendee -- Dinner on your own**

**Wednesday, June 12, 2019**

7:15 – 8:00 a.m. **Breakfast provided**

8:00 – 8:05 a.m. **Opening Remarks**

8:05 – 8:50 a.m. **Breakout Session #2**

**Mockingbird A/B**  
*Assessing Risk & Prioritizing Efforts*  
**Cynthia Kauder**

**Mockingbird C/D**  
*To Ensure Accessibility in the Classroom, what technologies are needed?*  
**Richard Schilke**

**Brazos Amphitheater**  
*Course Design with Accessibility in Mind*  
**Pat Abrego & Sherita Love**

**Ballroom 6-7**  
*Accessibility is a Team Effort – Who needs to be Involved?*  
**Lydia Harkey**

8:50 – 8:55 a.m.	<b>5 minute break</b>			
8:55 – 9:40 a.m.	<b>Legal Aspect of Accessibility</b> In this session, Jerry Brown (TAMUS Managing Counsel for Student Affairs & Special Projects) will provide legal advice about the importance of accessibility for system members and how to avoid an expensive lawsuit. This is a session your team won't want to miss.			
9:40 – 9:45 a.m.	<b>5 minute break</b>			
9:50 – 10:35 a.m.	<b>Breakout Session #3</b>			
	<b>Mockingbird A/B</b> <i>VPAT is not a bad word</i> <b>Debra Dandridge &amp; Reagan Land</b>	<b>Mockingbird C/D</b> <i>System Resources – CATIE/Collaborative Pricing Task Force (Captioning, Siteimprove)</i> <b>Kelley Shaffer &amp; Erick Beck</b>	<b>Brazos Amphitheater</b> <i>UDL isn't just Good Practice – It's Good for Everyone</i> <b>Petra Strassberg &amp; J. Michael More</b>	<b>Ballroom 6-7</b> <i>Connecting Our Communities: Messaging/Social Media/Communications/Faculty Websites</i> <b>Lisa Bunkowski &amp; Cynthia Kauder</b>
10:35 – 10:50 a.m.	<b>Break</b>			
10:50 – 11:25 a.m.	<b>Institutional Team Working session</b> <b>Accessibility Action Planning Session #3</b> Wrap-up: Dr. Hallmark			
11:25 – 11:30 a.m.	<b>5 minute break</b>			
11:30 a.m. – 12:00 p.m.	<b>Closing Panel:</b> Each team will select one representative to serve on the closing panel to present their team's take away and discuss next steps. <b>Moderator: Charlene Stubblefield</b>			
12:00 p.m.	<b>Lunch and wrap-up</b>			
1:00 p.m.	<b>Optional Tour: Zachry Engineering Building</b>			