IBM Cognos 11 Training
Statement of Work (SOW)

Prepared for: Texas A&M University
July 2017

About EKS&H

The Consulting team at EKS&H LLLP ("EKS&H") provides comprehensive business-focused strategies for information technology, accounting, transactions, and specialty tax solutions. Our collaborative team helps clients confidently make decisions to solve problems, seize opportunities, manage risk, and build value.

The Business Analytics consulting group at EKS&H provides full-service expertise in all areas of business analytics including business intelligence, performance management, data integration, predictive analytics, and technical support and training.

About EKS&H Training Services

The Training Services team at EKS&H LLLP ("EKS&H") specializes in providing training solutions to support your implementations of enterprise business applications and related information delivery and analysis tools. Our solutions are as unique as the organizations we serve.

We are a certified Premier IBM Business Analytics business partner, an Elite Informatica Data Integration business partner, and a Tableau Software partner. We have experience and relationships with dozens of the leading enterprise application vendors and implementation partners to facilitate the efficient capture software knowledge specific to your solution environment.

The ability to deliver comprehensive approach to training is our competitive advantage and understanding and delivering on client needs is our specialty.

Scope

The scope of this project is to provide the following customized Cognos 11 Report Developer training and mentoring services:

**Cognos BI – Cognos Analytics V11 Report Developer Part 1 Training (2 days)**

Students learn the fundamentals of IBM Cognos Analytics and Report Development by creating basic list, crosstab, and repeater reports. Within those report types, concepts such as common formatting techniques, detail and summary filters, aggregations, and conditional formatting are included. A key to understanding report development in IBM Cognos is the auto aggregation concept, which students practice in detail.
Corresponding IBM Cognos User Roles: Analytics User, Analytics Explorer, Analytics Administrator

Prerequisites:
- A functional Framework Manager model and package to support the customized training. This is typically developed as part of our Framework Manager Workshop course.
- Basic knowledge of SQL or other reporting tools/engines is recommended but not required.

INCLUDED IN EVERY TRAINING COURSE

Each EKS&H instructor-led training course includes training materials customized to your data, printed black and white course materials, report answer keys to tailored exercises that match the training materials, and course delivery at your training facility. We recommend 12 or fewer students per class to maximize individual attention.

Cognos BI – Cognos Analytics V11 Delta Mentoring (hourly)

In this “over the shoulder” Delta – or change – mentoring, the EKS&H trainer/consultant works one-on-one with the TAMU Cognos student to help them learn and understand all of the applicable changes in the newest version of IBM Cognos Analytics including the Welcome Portal, Reporting, Administration, and more.

In the chart below we propose a “bucket” of 24 hours for mentoring. This is a high-end estimate. We will work with you to determine the topics to cover and how many days/hours will be needed. We only charge you for the hours used.

Assumptions/Limitations

- For onsite work, client will provide a workspace with Internet where EKS&H resources can work. The Internet access will be open enough to allow for general Internet and email usage.
- Client will provide the training room with computers and internet access, including applicable logins and passwords for all students, with necessary package and folder access.
- Client will provide EKS&H with remote access to the technical environment, for instance, the IBM software as applicable with reasonable performance.
- EKS&H will provide web meeting technology as needed when working remotely with client team members. If preferred, EKS&H will use client provided web meeting technology.
- Client will provide any internal resources, information or data needed to support the project in a timely fashion.
- Client and EKS&H will agree on a suitable escalation path and resolution method to resolve any conflicts that may occur during the project.
Services Cost

EKS&H proposes the following costs for this SOW:

<table>
<thead>
<tr>
<th>Training Course</th>
<th>Duration</th>
<th>Students per Class</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cognos Analytics V11 Report Developer Part 1 Training</td>
<td>2 Days</td>
<td>12</td>
<td>$17,875</td>
</tr>
<tr>
<td>Additional delivery</td>
<td>2 Days</td>
<td>12</td>
<td>$7,700</td>
</tr>
<tr>
<td>Total Training Cost</td>
<td></td>
<td></td>
<td>$25,575</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mentoring Services</th>
<th>Rate</th>
<th>Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cognos Analytics V11 Delta Mentoring</td>
<td>$190</td>
<td>24</td>
<td>$4,560</td>
</tr>
<tr>
<td>Total Mentoring Cost</td>
<td></td>
<td></td>
<td>$4,560</td>
</tr>
<tr>
<td>Total Training + Mentoring Cost</td>
<td></td>
<td></td>
<td>$30,135</td>
</tr>
</tbody>
</table>

Note: Travel and expenses are not included in the above estimate. We recommend budgeting for a minimum of 2 trips on this effort. This is a recommendation only, based on EKS&H’s experience on similar projects and all of the trips may not be required on this effort. (We typically recommend budgeting $1,750 per trip for estimating travel expenses.) TAMU will pay or reimburse EKS&H for all actual costs for travel, lodging and meals reasonably incurred by EKS&H in accordance with the Texas Comptroller of Public Accounts’TexTravel website: https://fmx.epa.state.tx.us/fmx/travel/textravel/index.php

Additional services are available at list rates. Volume discounts are available. The above estimate does not include tax. Any applicable taxes will be added to the invoice at the time of billing.

As an agency of the State of Texas, TAMU is tax exempt.
General Service Agreements

The services provided by EKS&H will be performed in accordance with professional standards. Our compensation is not contingent in any way upon our conclusions. We assume, without independent verification, the accuracy of all data provided to us. We will act as an independent contractor and reserve the right to use subcontractors. All files, workpapers, or documents developed by us during the course of the engagement will be our property.

The Client agrees that EKS&H has been engaged to provide consulting services, which are limited to providing advice, facilitating, gathering information, researching, documenting, and making recommendations to assist the Client's management in performing its functions, and making decisions. EKS&H has not been engaged to act on behalf of the Client's management. As part of this project, the Client agrees to make all management decisions and perform all management functions; designate a person with suitable skill, knowledge, and experience, preferably within senior management, to oversee the services provided by this engagement; evaluate the adequacy and results of the services performed; accept responsibility for the results of the services; and establish and maintain controls, including monitoring project activities.

See Dispute Resolution under State Contracting Requirements

The following procedures shall be used to resolve any disagreement, controversy, or claim that may arise out of any aspect of our services or relationship with you for any reason ("Dispute").

Any Dispute regarding EKS&H’s fees together with any counterclaims asserted or to be asserted ("Fee Dispute") shall be decided by binding arbitration before the American Arbitration Association. You agree to arbitrate all Fee Disputes between us, including without limitation any issue concerning the extent to which any Fee Dispute is subject to arbitration; any Fee Dispute concerning this Agreement; the limitations of remedy provided by this Agreement; or claims for breach of contract, negligence, fraud, fraud in the inducement, breach of fiduciary duty, or violation of statute; and any other cause of action or remedy. Any Dispute between us not subject to arbitration shall be decided by litigation in a court of competent jurisdiction.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE THAT MAY ARISE UNDER THIS AGREEMENT OR THE SERVICES PROVIDED TO YOU IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES; THEREFORE, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

THE MAXIMUM LIABILITY OF EKS&H FOR DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF STATUTE OR GOVERNMENTAL RULE OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ANY FEES PAID TO EKS&H IN CONNECTION WITH THE SERVICES THAT ARE THE SUBJECT OF THE DISPUTE. THIS PROVISION SHALL NOT APPLY TO ANY CLAIMS BASED UPON ALLEGATIONS OF WILLFUL, RECKLESS, OR FRAUDULENT CONDUCT. TAMU agrees to the foregoing section to the extent permitted by the Constitution and laws of the State of Texas.
Texas

The laws of the state of Colorado will apply in all respects, including but not limited to determination of applicable statutes of limitation and available remedies.

Furthermore, you agree to indemnify and hold harmless EKS&H for any claims by third parties asserted against EKS&H arising from the relevant projects to the extent caused by your representations or misrepresentations or breach of this Agreement. TAMU agrees to the foregoing section to the extent permitted by the Constitution and laws of the State of Texas.

State Contracting Requirements.
Delinquent Child Support Obligations. Under Section 231.606, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the State. Pursuant to Section 252.903, Texas Government Code, EKS&H agrees that any payments owing to EKS&H under this Agreement may be applied directly toward certain debts or delinquencies that EKS&H owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Franchise Tax Certification. If EKS&H is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then EKS&H certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that EKS&H is exempt from the payment of franchise (margin) taxes. Prohibited Bids and Agreements. Under Section 2155.004, Texas Government Code, EKS&H certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Public Information.
(a) EKS&H acknowledges that TAMU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. (b) Upon TAMU's written request, EKS&H will provide specified public information exchanged or created under this Agreement that is not otherwise exempted from disclosure under Chapter 552, Texas Government Code, to TAMU in a non-proprietary form acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU has a right of access. (c) EKS&H acknowledges that TAMU may be required to post a copy of this fully executed Agreement on its Internet website in compliance with Section 2661.253(a)(1), Texas Government Code.

Loss of Funding. Performance by TAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TAMU will issue written notice to EKS&H and TAMU may terminate this Agreement without further duty or obligation hereunder. EKS&H acknowledges that appropriation of funds is beyond the control of TAMU.

State Auditor's Office. EKS&H understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.933(c), Texas Education Code. EKS&H agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. EKS&H will include this provision in all contracts with permitted subcontractors.

Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Venue. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU shall be in Brazos County, Texas.

Conflict of Interest. By executing and/or accepting this Agreement, EKS&H and each person signing on behalf of EKS&H certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System (TAMUS) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part TAMU or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Non-Waiver. EKS&H expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.
Client Approval of Services

Client Legal Name: Data and Research Services, TAMU

BILLING - INVOICING CONTACT INFORMATION

Name of Billing Contact: TAMU - Accounts Payable
(Who the invoice should be delivered to)

Billing Contact Phone: ______________________________
Billing Contact Email Address: invoices@tamu.edu
Method by which the invoice should be delivered: email
(i.e., Email, USPS, Client invoicing system)

Billing Department: Accounts Payable - FMO
Billing Address: 750 Agronomy Rd - Suite 3101
6000 TAMU, College Station, TX 77843

Is the project team required to enter project time in Client Time Entry Tool? Y / N (circle one)

WORK AUTHORIZATION

Client Contact Name: Dr. David J. Martin, PhD
Client Contact Phone: 979-845-7838

Date of Work Authorization: TBD

Person Authorizing Work: ________________________ Title: __________
(if different than Client Contact)

Authorized Signature
Texas A&M University

Robert C. Bounds
Director, Procurement Services

EKS&H
Name: [Signature]
Title: Partner