



EXECUTIVE SUMMARY

Recommendation that the Broward College Board of Trustees authorize non-standard agreement with Education to Go-Cengage Learning Inc. to provide flexible online workforce programs and in-demand job skills for Broward College students, businesses, and the community, to gain professional credentials for in-demand jobs.

Estimated Contract Spend Amount: \$320,000.00, Estimated Cumulative Amount: \$0.00, Estimated Contract Revenue: \$640,000.00 Funding Source: FD107

Presenter(s): Steven Tinsley, Vice President of Workforce Education and Strategic Partnerships

1. Describe the purpose of this purchase of goods, services, information technology, construction, or use of space. This agreement provides students with access to innovative online workforce and career training programs for in-demand careers. Programs offered in partnership with Education to Go-Cengage Learning Inc.

2. Describe the competitive solicitation method used or, if none, the exemption relied on for bid waiver. A bid waiver exception for Educational Materials per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34 was used.

3. Describe business rationale for the purchase and how it was procured.

(A) What is the benefit of the purchase. If there is an ROI, describe the ROI and how calculated. Yes. Over 3,210 students enrolled in workforce programs over the two-year term of the last contract.

(B) How does the purchase support the Strategic Business Plan. This directly feeds into the Social Enterprise strategy:

1. Empower Student Development, as it provides the learning with a customized learning experience that was designed based on student and community (partners) needs.
2. The fuel for our strategy: Financial Innovation (revenue generation program).

(C) If applicable, what is the rationale for the use of piggybacks, existing contract extensions, bid waivers in lieu of the College conducting a competitive solicitation. A bid waiver exception for Educational Materials per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34 was used.

Training is required to be delivered promptly to corporations, businesses, and professionals using various learning options to ensure workforce skills are quickly accessible. Fluctuations in enrollment are expected based on funding availability and economic factors (including Career Source vouchers).

(D) If a competitive solicitation process was conducted by the College, describe the process. Not Applicable.

This Executive Summary is approved by:

Steven Tinsley

Vice President of Workforce Education and Strategic Partnerships



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services (“Contract”) is entered into as of February 1, 2025 between the District Board of Trustees of Broward College, Florida (“College”) Broward College -Continuing Education and Cengage Learning, Inc. (“Vendor”) (collectively, the “Parties”), will be in effect until January 31, 2028 (“Contract”).

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of AVP, Workforce & Continuing Education. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

~~For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.~~

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

~~For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys’ fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor’s performance under this Contract, including its use, development or provision of any software, books, articles or any other materials (“Materials”). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.~~

4. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. ~~VENDOR NOT TO LIMIT WARRANTY.~~

~~The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.~~

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

~~The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:~~

~~A. Commercial General Liability~~

- ~~1. Each Occurrence \$ 1,000,000.00~~
- ~~2. Personal & Advertising Injury \$ _____~~
- ~~3. General Aggregate \$ _____~~
- ~~4. Products-Completed Operations \$2,000,000-
Policy must contain contractual liability coverage.~~

~~B. Automobile Liability \$ 0~~

~~Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.~~

~~C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.~~

~~D. Professional Liability~~

- ~~1. Per Occurrence \$ 1,000,000.00~~
- ~~2. General Aggregate \$ _____~~

~~E. Cyber Liability \$ 1,000,000.00~~

~~F. Pollution Liability~~

- ~~1. Per Occurrence \$ _____~~
- ~~2. General Aggregate \$ _____
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.~~

~~The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.~~

23. OWNERSHIP OF WORKS.

~~If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.~~

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its or that position's designee, and in the case of the other party, permission must be granted by its _____ or that position's designee.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

_____ College _____ Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	_____	Tax ID No.	_____
Authorized Representative	_____	Title	_____
Address	_____	Telephone	_____
Signature of Vendor	_____	Date	_____
Attested By Name (type)	_____	Title	_____

Signature of Attester _____

Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____

Title _____

Signature _____

Date _____

AVP/Dean Name _____

Title _____

Signature _____

Date _____

Campus President/VP Name _____

Title _____

Signature _____

Date _____

Senior Vice President _____

Title _____

Signature _____

Date _____

IF REQUIRED

College President Name _____

Signature _____

Date _____

Approved as to Form and Legality

Signature _____

Date _____

Board Chairperson Name _____

Signature _____

Date _____

Contract for Services

Statement of Work

Exhibit "A"

COLLEGE AGREES TO:

- Use online educational courses and content for Web-based Training (WBT) supplied by Vendor. Materials are the property of the vendor.
- Determine course catalog of offerings: Instructor-Moderated (IM), Self-Guided (SG), and Advanced Career Training (ACT).
- Determine the tuition to charge students for courses. College may adjust the tuition charged at any time.
- Promote and market programs.
- Provide certificates of completion for ACT.
- Remit payment to Vendor as described below under "Invoice and Payment."

VENDOR AGREES TO:

- Provide online educational course content for WBT and instruction delivered via the Internet.
- Provide course curriculum, syllabi, digital materials, and exams.
- Identify experienced qualified instructors to teach courses.
- Provide students who complete IM and SG courses with digital certificates of completion.
- Provide College with any updates to wholesale course prices at least one hundred twenty days (120) before changes take effect. Wholesale prices are listed in the course catalog, available on the Ed2Go administrative site.
- Provide Ed2Go logos and digital marketing materials to assist with marketing efforts.
- Remit payment to College as described below under "Invoice and Payment."

INVOICE AND PAYMENT

- **College Registration:** When a student enrolls in a course through College's registration system, College shall remit the wholesale price of the course to Vendor.
- **Vendor Registration:** When a student enrolls in a course through Vendor's registration system, Vendor shall remit College's revenue share, consisting of the amount the student has been charged for the course minus the wholesale price, to College. Such remittances shall be paid monthly.
- **Voucher/Corporate Training Registration:** When a student enrolls in a course through College's registration system using a voucher, College shall remit the wholesale price of the course to Vendor.



- **Invoicing:**
 - Vendor will invoice the college monthly on a course-by-course basis that includes a per student calculation for each online course.
 - The invoice will reflect the total number of paid students enrolled.
 - The invoice shall include a roster of the names of students who received online course instruction.
 - College shall pay the invoice, in accordance with the Agreement.
 - Vendor shall send invoices via email to Diane Peart (dpeart@broward.edu) and Carlette Meadows (cmeadows@broward.edu).
- **Payment:** Vendor will use ACH (Automated Clearing House) Banking form to complete payment. Payment will include the bank reference number, and the College's point of contact: Broward College Account Department. Email: ce@broward.edu , Voice: 954-201-7800.

Contract for Services

Additional Terms and Conditions

Exhibit "C"

1. INDEMNIFICATION.

Vendor shall indemnify, defend, and hold harmless College and its respective officers, directors, employees and agents (excluding insurance carriers) ("College Indemnified Parties") from and against any claims, demands, proceedings, investigations, or suits, brought by a third party (a) to the extent arising from bodily injury, death, or damage to real or personal property caused by Vendor's negligence or willful misconduct; or (b) alleging that the Vendor materials as delivered infringe a valid United States copyright, patent, trademark, or other propriety right (each, a "Claim Against College"). Vendor will indemnify College Indemnified Parties for any finally awarded damages or settlement amount approved by Vendor in writing to the extent arising from a Claim Against College. Notwithstanding the foregoing, Vendor shall have no obligation to indemnify College to the extent a Claim Against College arises from (a) College's use of the Vendor materials in combination with technology or services not provided by Vendor, if the alleged infringement would not exist without such combination; (b) any College content or data input into the Vendor materials; (c) Vendor's compliance with designs, specifications, or instructions provided in writing by College, if such infringement would not have occurred but for such designs, specifications, or instructions; or (d) use of the Vendor materials by College after notice by Vendor to discontinue use. Vendor's obligation to indemnify is contingent on College: (a) promptly providing written notice of the claim to Vendor; (b) giving Vendor sole control of the defense and settlement of the claim (provided that any settlement unconditionally releases College of all liability and does not make any admissions on behalf of College or include payment of any amounts by College); and (c) providing Vendor, at Vendor's expense, all reasonable assistance in connection with such claim. College may participate in the defense of the claim at its sole cost and expense. This paragraph sets forth Vendor's sole liability to, and College's exclusive remedy for, any Claim Against College.

2. Limited Warranty and Disclaimer.

VENDOR WARRANTS THAT THE VENDOR MATERIALS WILL, THROUGHOUT THE TERM OF THE AGREEMENT, PERFORM AS DESCRIBED IN THE AGREEMENT. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY STATED IN THIS CONTRACTUAL PROVISIONS RIDER, VENDOR MAKES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VENDOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND VENDOR DOES NOT WARRANT THAT ANY SERVICES (OR THIRD PARTY APPLICATIONS) WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

3. INSURANCE.

So long as Vendor is providing services to College hereunder, Vendor shall maintain the following insurance policies: (a) Commercial General Liability in an amount of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate; (b) Cyber Liability in an amount of not less than \$1,000,000 per occurrence; and (c) Worker's Compensation to the extent required by law. Vendor will provide College with a certificate of insurance upon request.

4. OWNERSHIP OF WORKS.

The parties acknowledge and agree that Vendor is not being contracted to provide any work product that could be considered a “work-made-for-hire” (as defined under the United States' Copyright Act (17 USC 201)). Vendor and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Vendor materials provided hereunder, including all intellectual property rights therein, and that, except for the right to use or access such



Vendor materials for the general purposes of research, teaching, private study and/or academic learning, Vendor grants no right, title or interest to College in the Vendor materials.

5. DATA PRIVACY.

Vendor recognizes that student educational records are protected by the federal Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g). Vendor shall comply with the applicable provisions of FERPA and not make any disclosures of student educational records to third parties without prior notice to and consent from College or as otherwise provided by law.

6. LIMITED LIABILITY.

The following limitation of liability shall not apply to damages or liability resulting from third party claims or obligations arising out of bodily injury, death, or damage to property of College, Vendor’s indemnification obligations or a party’s obligation to make payments under the Contract. Neither party’s total liability under this Contract will exceed \$1,000,000.

7. CHANGE ORDERS.

From time-to-time the parties may require non-substantive changes to the Statement of Work such as: change in delivery date, minor changes to the scope of Services/Deliverables, or change in the fees payable. In such an event, the parties may execute a Change Order (each a “Change Order”). Each Change Order will reference the Contract and the Statement of Work subject to change. Each Change Order shall attach to the applicable Statement of Work upon execution and shall be incorporated into the Contract by reference herein. A Change Order shall not modify or amend any term or condition of this Statement of Work except to the limited extent described in this provision, and if there is any conflict between the terms and conditions of a Change Order and any portion of the Contract, the relevant term or condition of the Contract shall control.