



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute an amendment to the agreement with EdInvent, Inc. dba Accredible increasing fiscal authority to cover expenses for the new Learning Pathways – Visual Learning Journey software offered by EdInvent, Inc. dba Accredible. The new software provides unlimited auto – issuance of micro-credentials and certifications for students. Fiscal Impact: \$14,250.00 (Cumulative \$36,466.67)**

**Presenter(s):** Steven Tinsley,

**What is the purpose of this contract and why is it needed?**

This is an amendment to increase fiscal authority covering expenses for the new Learning Pathways - Visual Learning Journey software. The new software provides unlimited auto - issuance of micro-credentials and certifications for students.

**What procurement process or bid waiver was used and why?** Bid waiver exception (information technology) per College Procedure A6Hx2-6.34. This software is an expansion (add-on) to the existing EdInvent, Inc. dba Accredible credentialing platform.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**

Yes. This expenditure was budgeted.

**What fund, cost center and line item(s) were used?**

CC0073 (CE-Workforce)

FD107 (Corporate Education - Workforce)

Line Item: 65000 (Professional Fees)

**Has Broward College used this vendor before for these products or services?** Yes. Broward College began using EdInvent, Inc. dba Accredible in 2020 to provide micro-credentials and digital badges to students upon successful completion of non-credit courses/programs.

**Was the product or service acceptable in the past?** Yes, this product was acceptable. Year-to-date, we have issued verifiable micro-credentials to students allowing the option to share skills attained via social media and with potential employers.

**Was there a return on investment anticipated when entering this contract?** Yes, there is an anticipated return on investment. With a current annual average of 500 credentials issued, students can now obtain additional verifiable micro-credentials using the Learning Pathways - Visual Learning Journey software.

**Was that return on investment not met, met, or exceeded and how?** Yes, we exceeded our micro-credential attainment goal by 7% for fiscal year 22/23.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Yes. This feeds into the Social Enterprise strategy:

**Provide a Best-in-Class Student Experience,** using aspirational enhancements to our services and programs while monitoring student sentiment and needs.

**The Fuel for our Strategy:** Financial Innovation (Revenue generating program).

**Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

This request is to increase fiscal authority by \$14,250.00 to cover expenses. The increase would bring the cumulative amount to \$36,466.67 Cost Center 0073, BU060, FD107, PG000513.

**04/30/24          CC0073 · Continuing Ed / Economic Development          (\$14,250.00)**

APPROVAL PATH: 12096 Edinvent Inc dba Accredible - Add-on Order Addendum

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Diane Peart	AVP Review		✔ Completed	
2	Steven Tinsley	SVP of Workforce Education and In		✔ Completed	
3	Alina Gonzalez	Review		✔ Completed	
4	Raj Mettai	Review		✔ Completed	
5	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed	
6	Zaida Riollano	Procurement Approval		✔ Completed	
7	Christine Sims	Budget Departmental Review		✔ Completed	
8	Rabia Azhar	CFO Review		✔ Completed	
9	<b>Legal Services Review Group</b>	Review and Approval for Form and		✔ Completed	
10	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 📧		✔ Completed	
11	<b>Pending Counter-Signature(s)</b>	Review		✔ Completed	
12	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed	
13	Board Clerk	Agenda Preparation		🕒 Pending	
14	District Board of Trustees	Meeting	10/08/24 11:00 AM	🕒 Pending	

### Service Expansion/Add-on Order Addendum

This Service Expansion/Add-On Order Addendum (“**Expansion Order**”), is entered into between Accredible and Customer, effective as of the Effective Date, and supplements the Agreement between the parties.

<b>"Accredible"</b>	EdInvent, Inc. dba Accredible, a Delaware corporation with corporate offices in Mountain View, CA
<b>"Customer"</b>	The District Board of Trustees of Broward College, Florida, with its principal place of business at 3501 Davie .Road, Fort Lauderdale, FL 33314
<b>"Effective Date"</b>	The effective date of this Expansion Order is 8/16/2024.
<b>"Agreement"</b>	The current Certificate Cloud Services Agreement dated 2/26/2024 and the Broward College Supplemental Addendum - Software between the parties, with this Expansion Order supplements.

**Additional Services and Price.** The additional products and/or services ordered by Customer and associated fees and costs:

Year 1 (8/16/2024-03/15/2025)	Price	QTY	Discount	Subtotal
Unlimited Pathways	\$12,000.00	1	-\$6,750.00	\$5,250.00
				<b>\$5,250.00</b>

Tax	<b>\$0.00</b>
<b>Total</b>	<b>\$5,250.00</b>

Year 2 (03/16/2025-03/15/2026)	Price	QTY	Discount	Subtotal
Unlimited Pathways	\$12,000.00	1	-\$3,000.00	\$9,000.00
				<b>\$9,000.00</b>

Tax	<b>\$0.00</b>
<b>Total</b>	<b>\$9,000.00</b>



**Payment Terms.** All payments of fees and charges for Year 1 and Year 2 are due net thirty (30) days from the invoice date, billed annually.

**Discount.** Customer is receiving a one time discount on Unlimited Pathways for committing to a multi-year agreement. The additional discount listed in Year 1 is for the proration of the Unlimited Pathways cost for seven (7) months.

**Term.** The parties agree that the additional products and/or services ordered herein shall be incorporated into the Agreement and this Expansion Order shall expire, terminate or renew contemporaneously with the current term of the Agreement.

**General:** Except as modified by this Expansion Order and the Broward College Supplemental Addendum -Software attached hereto and incorporated herein by reference as Exhibit A and agreed to by both parties, all other terms of the Agreement remain in full force and effect and together constitute the entire agreement between the parties, superseding all prior and contemporaneous agreements, proposals, or representations. The parties agree that the services ordered under this Expansion Order add to and supplement the Services first ordered in the Agreement and are now deemed a part thereof.

**Agreed and Accepted By:**

Accredible

DocuSigned by:  
*Danny King*  
F788CD253BD34CC...

Name - Danny King

Title - CEO

The District Board of Trustees of Broward College,  
Florida

Signed by:  
*Donald Astrab*  
6DD41D98CFDA4F4...

Name - Donald Astrab

Title - Interim President



**EXHIBIT A**  
**BROWARD COLLEGE**  
**SUPPLEMENTAL ADDENDUM - SOFTWARE**

**1. Incorporation by Reference.** The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the Certificate Cloud Services Agreement between BC and Vendor ("Agreement") dated 2/26/2024. If this Addendum conflicts with the Agreement terms, this Addendum shall control.

**2. Payment.** Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

**3. Taxes.** BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

**4. Travel Expenses.** If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

**5. No Automatic Renewals or Extensions.** Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

**6. Compliance with Laws.** Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software shall substantially comply with all applicable legal requirements, including, but not

limited to, the Americans with Disabilities Act and related regulations. Vendor shall promptly and in good faith, respond to and resolve accessibility complaints received from BC.

**7. Vendor Intellectual Property Indemnification.** Intentionally Deleted.

**8. 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 BC, permission must be granted by its \_\_\_\_\_ or that position's designee, and in the case of the other party, permission must be granted by request made to support@accredible.com or that position's designee.

**9. Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

**10. Use of BC Information Not Allowed.** Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

**11. BC Rights in Information.** BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.



**EXHIBIT A**  
**BROWARD COLLEGE**  
**SUPPLEMENTAL ADDENDUM - SOFTWARE**

**12. Termination for Convenience.** Intentionally Deleted.

**13. Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

**14. State of Florida Public Entity Contracting Prohibitions.** Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

**15. BC's Sovereign Immunity.** Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes

**16. Governing Law and Other Legal Matters.** The Parties agree to remain silent in regard to the laws that will govern this Agreement. Notwithstanding the foregoing, BC, as an arm of the State of Florida, is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

**17. Confidentiality Obligations.** Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures provided by the Vendor to Broward that are governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof unless legally prohibited from doing so; (ii) consult with BC on taking steps to resist or narrow such disclosure unless legally prohibited from doing so; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon written request by BC, Vendor shall promptly return all BC Confidential Information.

**18. Vendor's Confidential Information / Public Records Law.** BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or





**EXHIBIT A**  
**BROWARD COLLEGE**  
**SUPPLEMENTAL ADDENDUM - SOFTWARE**

other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC 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 Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC’s custodian of public records, in a format that is compatible with the information technology systems of the BC

- (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

**19. Miscellaneous.** Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor’s employees; (iii) provisions providing indemnification, defense and/or hold harmless by BC for the benefit of Vendor and (iii) attorneys' or collection-fees provisions.





# CERTIFICATE CLOUD SERVICES AGREEMENT

This Certificate Cloud Services Agreement is entered into as of the date of the last signature below ("**Effective Date**") by and between Accredible and Customer (each as defined below). Each Customer and Accredible may be individually referred to as a "**Party**" and together referred to as the "**Parties**". Accredible shall provide the Services described herein for the Initial Term in accordance with the terms and conditions of this Agreement.

**"Accredible"**: EdInvent, Inc., dba Accredible, a U.S. Delaware corporation with its principle place of business at 800 West El Camino Real, Suite 180, Mountain View, CA 94040. Accredible Contact Email: support@accreditable.com

**"Customer"**: Broward College with its principle place of business at .3501 Davie Road, Fort Lauderdale, FL 33314

## Customer Contact Details:

Customer **Billing** Contact Name, Email, Phone Number:

Carlette Meadows

cmeadows@broward.edu

Customer **Certification** Contact Name, Email, Phone Number:

Diane Peart

dpeart@broward.edu

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**Services and Price:** The plan and services ordered by Customer ("**Services**") include:

- Badges & Certificates
- Unlimited Credentials to each of your unique recipients
- Up to 3 Departments
- Premium Integrations
- Training & Onboarding
- Dedicated Customer Success Manager
- Advanced Analytics
- Up to 3 Pathways
- Digital Wallet Cards
- Job Market Insights

A unique recipient shall be identified based on a unique user ID such as an email address.





CERTIFICATE CLOUD SERVICES  
**AGREEMENT**

Year 1	Price	QTY	Subtotal
<b>Connect Plan</b> Integrate, automate, and achieve success with digital credentials using advanced features.	\$9,600.00	1	\$9,600.00
<b>Recipient Seats &lt; 5000</b> The amount of unique recipients that you can issue to within this agreements billing period.	\$1.00	1000	\$1,000.00
			<b>\$10,600.00</b>

Tax \$0.00

**Total \$10,600.00**

Year 2	Price	QTY	Subtotal
<b>Connect Plan</b> Integrate, automate, and achieve success with digital credentials using advanced features.	\$9,600.00	1	\$9,600.00
<b>Recipient Seats &lt; 5000</b> The amount of unique recipients that you can issue to within this agreements billing period.	\$1.00	1000	\$1,000.00
			<b>\$10,600.00</b>

Tax \$0.00

**Total \$10,600.00**





# CERTIFICATE CLOUD SERVICES AGREEMENT

## Agreement Terms and Details:

**Additional Orders.** During the term of this Agreement, Customer may add recipient seats at \$1/seat, subject to a 1000 unit order minimum. Any additional orders will be added via an addendum signed by both Parties.

**Service Start Date.** Services will begin on 03-16-2024 (the "Start Date").

**Agreement Length.** 24 months from the Effective Date of this Agreement ("Initial Term").

**Payment Terms.** All payments of fees and charges for Year 1 and Year 2 are due net thirty (30) days from the invoice date, billed annually.

**Agreement Terms.** This Agreement shall include (i) this Certificate Cloud Services Agreement, (ii) the terms and conditions at [accreditable.com/terms](https://www.accreditable.com/terms), and (iii) any other attachments, exhibits, addenda, and amendments hereto (together, the "Agreement").

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## Agreed and Accepted By:

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

Accredible  
800 West El Camino Real, Suite 180, Accredible,  
Mountain View, CA, 94040

Broward College  
3501 Davie Road, Fort Lauderdale, FL 33314

Marla Dicandia

Danny King

Dr. Barbara Bryan, President

*Barbara J. Bryan, Ph.d.*

DocuSigned by:  
*Danny King*  
F788CD253BD34CC...  
2/26/2024

CEO

