



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 the bid waiver (information technology) and non-standard agreement with Study Abroad Association LLC for the 360 GLE platinum subscription to the interactive and immersive education/learning platform. Fiscal Impact: \$10,490.00 (cumulative \$25,475.00).

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed? This is a 4-year agreement with Study Abroad Association for access to their software -360 GLE - which is an interactive platform featuring immersive international education learning materials and experiences from all over the world. The 360 GLE (Global Learning Experiences) contains four main areas of study: Humanities, Business, Science, and Global Perspectives and includes 75 hours of internationalized educational content and materials across 12 countries.

The 360 GLE contains 360 degree learning spaces that are layered with interactive "hotspots" that feature video guest presentations, virtual site visits, text boxes, high definition images, etc. This platform is accessible through the internet to all students, faculty and staff who have an active school email address.

The platinum subscription includes:

- Unlimited access to all areas of study to all faculty, students and staff
- Access to pre-made modules and online courses.
- Free access to Study Abroad Association's global education events International Education Week and Global Learning Fest
- Faculty workshops
- Branded promotional materials
- Ability to match current 360 GLE content to support course syllabi
- Ability to develop on-site study abroad programs paired with 360 GLE content (hybrid programs)
- Technical Support

The four-year platinum subscription cost is \$10,940 for the period of July 1st, 2024 through June 30th, 2028. The vendor is extending a 30% discount to the College and offering one year at no cost to the College. This Agreement will afford Broward College students the opportunity to experience study abroad programs on a virtual platform through the Study Abroad Association portal through June 30, 2028. Additionally, this opportunity will enable students to explore these study abroad academic options without the financial and logistical impact of commitment to a semester abroad.

What procurement process or bid waiver was used and why? The College used the bid waiver exemption provided for information technology resources in accordance with the Florida Administrative Code (FLDOE

Rule 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the following exception to the requirement to solicit competitive offers:

Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

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

Yes.

What fund, cost center and line item(s) were used? BU306, FD315, CC0169, PG0000478.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Not applicable.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not applicable.

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:

Description: \$10,490.00 from BU306, FD315, CC0169, PG0000478 for the period of July 1st 2024 through June 30th, 2028. Cumulative \$25,475.00.

09/24/24	CC0169 · International Educational Clearing	(\$10,490.00)
	7/1/24-6/30/28	

Raj Mettai
Raj Mettai, Chief Information Officer

8/19/2024

Donald Astrab
Donald Astrab, VP, Academic Operations, Analytics, & Comm

8/20/2024

APPROVAL PATH: 12406 Study Abroad Association (360 GLE Subscription) 2024-2028

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Alina Gonzalez	Review & Approve		 Completed	
2	Raj Mettai	CIO Review		 Completed	
3	Donald Astrab	Chief Operating Officer		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Zaida Riollano	Procurement Approval		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
7	Rabia Azhar	CFO Review		 Completed	
8	Legal Services Review Group	Review and Approval for Form and		 Completed	
9	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
11	Board Clerk	Agenda Preparation		 Pending	
12	District Board of Trustees	Meeting	10/08/24 11:00 AM	 Pending	



**STUDY
ABROAD
ASSOCIATION**

INVOICE # A-201

Date: 03/19/2024

Study Abroad Association

2920 Forestville Rd Ste 100 #3060 Raleigh, NC 27616

Billing Address:

Company	Broward College
Name	David Moore
Address	4205 Bonaventure Blvd, Weston, FL 33332, United States
City/State/Zip	FL 32606, United States

Product	Price	Q.ty	Total Per Person	Total Per Group
360 GLE Platinum Subscription (July 1st 2024 - June 30th 2028)			\$	\$10,490
*30% Discount & 1 year free			\$	
			\$	\$
			\$	\$
			\$	\$
			\$	\$

Subtotal:	\$10,490
Tax	0
Shipping	0
Grand Total:	\$10,490

PAYMENT

Preferred payment methods:

Bank Transfer

Bank Details:

Bank Name: Bridge Bank
Account Name: Campus Core, LLC
Account Number: 8788736434
Routing Number: 121143260





**STUDY
ABROAD
ASSOCIATION**

SERVICE AGREEMENT
Broward College

360° GLOBAL LEARNING EXPERIENCES

The 360 GLE™ (Global Learning Experiences) contains four main areas of study: Humanities, Business, Science, and Global Perspectives. Including over 75 hours of internationalized educational content and materials across 12 countries. The 360 GLE™ is continually growing with new subjects and destinations added each academic year.

CONTENT AND CONNECTIVITY

The 360 GLE™ contains 360° learning spaces that are layered with interactive “hotspots” that feature video guest presentations, virtual site visits, text boxes, high definition images, etc.

The platform is accessible to all students, faculty and staff who have an active school email address through the internet via web enabled smartphones, tablets, laptops, desktop computers and smart boards.

*VR Goggles. Our **360 videos** can be enjoyed with virtual reality goggles. However, our content is not computer generated and created for VR goggles. It is created with 360 technology and meant to be used on the devices listed above. *Study Abroad Association has only tested Oculus Quest 2 and recommends using Oculus Quest 2 for the best user experience. As the content is interactive it requires multiple abilities to point and click and therefore works best with VR goggles that come with compatible controllers.* If you decide to use VR equipment please make sure to read product warnings and advisories.

TECHNICAL SUPPORT

Study Abroad Association can provide friendly customer service technical support, as well as webinar demos and workshops to introduce new content, developments and provide guidance through materials.

PLATINUM SUBSCRIPTION INCLUDES

- Unlimited access to all areas of study
- Unlimited access to all faculty, students and staff
- Access to pre-made modules & online courses.
- Free access to SAA's global education events International Education Week (Fall) and Global Learning Fest (Spring)
- Faculty workshops
- Branded promotional materials
- Ability to match current 360 GLE™ content to support your course syllabi
- Ability to develop on-site study abroad programs paired with 360 GLE™ content (hybrid programs)
- Technical Support



PRICING AND SUBSCRIPTION

4 Year Subscription Price: **\$10,490***

***30% Discount & 1 year free**

Subscription Dates : **July 1st 2024 - June 30th 2028**

PAYMENT

Preferred payment methods: Bank Transfer.

Bank details:

Bank Name: Bridge Bank

Account Name: Campus Core, LLC

Account Number: 8788736434

Routing Number: 121143260

Alternative payment methods for instance through online payment will have to be agreed with a representative of Study Abroad Association and will incur an additional fee up to 3% of the total amount, so please if you are making a payment other than by Bank transfer or Check, please make sure to add the 3% on top of the model price before making the payment.

Online payments can be made directly through our Paypal link: paypal.me/SAastudyabroad

TERMS AND PROVISIONS

To the extent allowed by law, the terms and provisions stated on this agreement supersede any other warranties, representations, terms, or conditions, unless they are expressly stated within an agreement addendum or in a letter signed by a Study Abroad Association officer.

COPYRIGHT

Schools/institutions are not allowed to share any of the content provided and owned by Study Abroad Association with another institution, or individuals outside the subscribed plan.

I hereby confirm that I have read, understood, and accepted Study Abroad Association's Service Agreement.

Donald Astrab

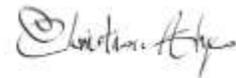
Client Full Name (Printed)

Signed by:

Client Signature

9/13/2024

Date



Christian Alyea | Co-Founder & Director

christian@studyabroadassociation.com



**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 agreement between BC and Vendor ("Agreement"). 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 complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees 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 arising out of the rights granted by Vendor to BC under the Agreement. This section shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement.

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 its _____ 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





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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.

12. Termination for Convenience. BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

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 laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC 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 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; (ii) consult with BC on taking steps to resist or narrow such disclosure; (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 termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

18. Vendor's Confidential Information / Public Records Law. BC is subject to the public records



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SUPPLEMENTAL ADDENDUM - SOFTWARE**

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 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; and (iii) attorneys’ or collection-fees provisions.

By signing below, Vendor’s authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

VENDOR: Click or tap here to enter text.

By: Christian Alyea
Name: Christian Alyea
Title: CEO
Date: 08 / 22 / 2024

