



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the annual renewal of the nonstandard agreement with Parchment LLC for digital and print diploma services for certificate, bachelor, and associate degree; and includes graduate access to a tracking portal for diplomas and provides digital badging credentials. Fiscal Impact: Estimated \$81,914.00 (cumulative \$370,461.55).**

**Presenter(s):** Donald Astrab, VP, Academic Operations, Analytics, & Comm

**What is the purpose of this contract and why is it needed?** The Registrar's Office requests the annual renewal with Parchment LLC to provide transcripts, print diploma services, digital badging for the Broward College students. This service gives the Registrar's Office the ability to respond within a timely manner for students' who request their records. The original agreement and annual renewals are from MT 6913,7836, 10641, and 11528.

**What procurement process or bid waiver was used and why?** The bid waiver exemption used is professional services in accordance with FLDOE 6A-14.0734(2)(f) and College Procedure A6Hx2-6.34.

**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?** FD201, CC0390, Line Item - 64500:Other Services.

**Has Broward College used this vendor before for these products or services?** Yes, Broward College has used the services of Parchment LLC to provide transcripts, print and digital diplomas and digital badges before.

**Was the product or service acceptable in the past?** Yes, the service was acceptable in the past. It has allowed Broward College to provide digital diploma and badges within 3 days (in many cases within 1 day) and print diplomas within 12 days following graduation.

**Was there a return on investment anticipated when entering this contract?** Yes, a return on investment was anticipated when the contract was entered into.

**Was that return on investment not met, met, or exceeded and how?** The return on investment was met. The Office of the Registrar was able to cover the Parchment cost through the fees charged. Its organizational objectives were also achieved as Parchment's performance under the agreement allowed Broward College to meet its delivery targets for transcripts, print and digital diplomas and digital badges.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

Parchment providing these services directly feeds into the Social Enterprise of Broward College because it allows persons to obtain the documents needed seamlessly, and at minimal cost, to be able to enter the job market or pursue higher education, and in so doing improve their personal prospects and their ability to contribute to society.

**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?**

Board Item

Meeting of September 4, 2024

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: Approximately \$81,914.00 FD201, CC0390,BU312, PG000425

<b>08/20/24</b>	<b>CC0390 · Student Records</b>	<b>(\$81,914.00)</b>
	Annual Subscription	

**Jamonica Rolle**

Jamonica Rolle, Vice Provost, Academic Affairs 7/23/2024

APPROVAL PATH: 12341 Parchment LLC (Digital and Print Diploma Services) Renewal 2024-2025

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Karen Lee Murphy	AVP/Registrar Review		 Completed	
2	Donald Astrab	Vice Provost Review		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Zaida Riollano	Procurement Approval		 Completed	
6	Rabia Azhar	CFO Review		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
6	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
7	Board Clerk	Agenda Preparation		 Pending	
8	District Board of Trustees	Meeting	09/04/24 11:00 AM	 Pending	
9	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		 Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



**Amendment #2 Between The District Board of Trustees of Broward College, Florida and Parchment LLC**

This Amendment #2 is made as of the date last signed below (“**Effective Date**”), by and between The District Board of Trustees of Broward College, Florida (“**Member**”), located at 111 E. Las Olas Blvd.; Fort Lauderdale, FL 33301, and Parchment LLC (“**Parchment**”), located at 7001 N. Scottsdale Road, Suite 1050, Scottsdale, AZ 85253.

A. Member and Parchment entered into an agreement for Parchment Award - Transcript Services and Diploma and Badging Services (f/k/a Parchment Send), dated 10/12/2022 and as amended by amendment #1 on 12/4/2023 (collectively, the “**Agreement**”).

B. Accordingly, Member and Parchment wish to renew the Parchment Award - Transcript Services and Diploma and Badging Services and amend the Agreement with the following terms.

1. **Renewal Term.** The current renewal term of the Agreement expires on August 1, 2024. Member and Parchment agree to renew the Parchment Award Services provided pursuant to the Agreement for an additional one (1) year term, commencing on August 2, 2024 and terminating on August 1, 2025 (the “**Renewal Term**”).

2. **Parchment Award - Transcript Services Request Fee.** During the Renewal Term, Member and Parchment agree that the Credential Owner will pay a Credential Request fee, as noted below, per Transcript Request. Request fees include electronic fulfillment of the Credential.

\$2.50 - 8/2/24 - 8/1/25

**Parchment Award Subscription Fees.** Member agrees to pay the annual subscription fee for the Parchment Award Service as listed below for each year of the Renewal Term, which covers the amount of credentials listed in the table below.

\$81,914.00 - 8/2/24 - 8/1/25

The annual subscription fee is non-refundable and the annual volume of awards must be used during the annual period during the Term. If the cumulative number of Credentials awarded during the annual period exceeds the foregoing volume, then Parchment will charge Member a fee per Credential Award, listed in the table below, which will be invoiced monthly in arrears for the remainder of the applicable annual period during the Renewal Term.

3. All other terms, conditions, and fees in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Amendment #2, the terms of this Amendment #2 shall govern to the extent of the conflict. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Amendment #2 may be executed in digital counterparts.

Credential Description	Annual Allotment	Cost Per Credential
Associates 8.5x11 with Letter	5,000	\$9.42
Bachelors 11x14 with Letter	600	\$17.19
Digital Only Certificate	4,500	\$3.00

Credential Description	Annual Allotment	Cost Per Credential
Digital Badges	Unlimited	\$11,000.00

<b>Parchment LLC</b>	<b>The District Board of Trustees of Broward College, Florida</b>
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:



## EXECUTIVE SUMMARY

**Recommendation that the Broward College Board of Trustees authorize the first renewal with Parchment LLC for digital and print diploma services for certificate, bachelor, and associate degree students; and includes graduate access to a tracking portal for diplomas and provides digital badging credentials. Fiscal Impact: **Estimated \$81,164.00** (cumulative \$180,762.00).**

**Presenter(s):** Donald Astrab, VP, Academic Operations, Analytics, & Comm  
Karen Murphy, Associate Vice President, Academic Affairs/College

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

Parchment LLC has been performing under an agreement with Broward College to provide transcript services, as well as digital and print diploma servicing, including digital badging to students on behalf of the Registrar's Office. Parchment LLC has been performing well under this contract. This service is needed for the Registrar's Office to timely and efficiently respond to students' transcript and diploma requests. Time is of the essence in responding to these requests, as the requests are generally made at very important junctions in the students' lives, like applying for jobs and pursuing higher education. It would cost the college more to satisfy these needs in-house than to outsource the production of these documents. The contract will assist in meeting two of the organization's strategic goals:

Goal 1 - To be the best in the class among all Florida peer colleges.

Goal 2 - To be equal to or better than all Florida peer colleges.

### **What procurement process or bid waiver was used and why?**

This agreement was first approved, as per Minute Traq ID # 10641, using Bid waiver pursuant to FL DOE 6A-14.0734(2)(f), Professional services, including, but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants. The choice of vendor and the use of a bid waiver was based on the need to rely on the recommendations from Registrars of other colleges, Parchment's ability to provide timely service and its excellent track record of service.

This is a renewal of the agreement with Parchment LLC to provide transcripts, print and digital diplomas and digital badges so the bid waiver, pursuant to FL DOE 6A-14.0734(2)(f), is also being relied on.

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

Yes this is a budgeted expenditure to distribute print and digital diplomas each term to graduates, to distribute nationally recognized digital badge upon completion of general education core courses that demonstrate career readiness per House Bill 1507 amended section (s.) 1007.25, Florida Statutes (F.S.), and to distribute academic transcripts of which those charges will ultimately revert to the students making the request for transcripts.

The Office of the Registrar has also negotiated reductions in the Annual Subscription charge for print and digital diplomas from \$88,598 in 2022 to \$71,164 in 2023 and for the Digital Badges from \$11,000 in 2022 to \$10,000 in 2023.

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

Fund - FD100

Cost Center - CC0483

Line Item - 40700

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

Yes, Broward College has used the services of Parchment LLC to provide transcripts, print and digital diplomas and digital badges before.

**Was the product or service acceptable in the past?**

Yes, the service was acceptable in the past. It has allowed Broward College to provide digital diploma and badges within 3 days (in many cases within 1 day) and print diplomas within 12 days following graduation.

**Was there a return on investment anticipated when entering this contract?**

Yes, a return on investment was anticipated when the contract was entered into.

**Was that return on investment not met, met, or exceeded and how?**

The return on investment was exceeded. The Office of the Registrar was able to exceed its financial expectations as it earned more income from Parchment providing this service than was spent paying Parchment for its services. Its organizational objectives were also achieved as Parchment's performance under the agreement allowed Broward College to meet its delivery targets for transcripts, print and digital diplomas and digital badges.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

Parchment providing these services directly feeds into the Social Enterprise of Broward College because it allows persons to obtain the documents needed seamlessly, and at minimal cost, to be able to enter the job market or pursue higher education, and in so doing improve their personal prospects and their ability to contribute to society.

**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?**

Legal approved.

**FISCAL IMPACT:**

Description: Approximately \$71,164.00 annual subscription fee from CC0390. Digital badging is \$10,000 from CC0483.

10/24/23	CC0483 · District Registrar's Office	(\$10,000.00)
	Digital Badging	
10/24/23	CC0390 · Student Records	(\$71,164.00)
	Annual Subscription	
<b>TOTAL:</b>		<b>(\$81,164.00)</b>

# Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs

10/9/2023

**Amendment #1 Between The District Board of Trustees of Broward College, Florida and Parchment LLC**

This Amendment #1 is made as of the date last signed below ("**Effective Date**"), by and between The District Board of Trustees of Broward College, Florida ("**Member**"), located at 111 E Las Olas Blvd Fort Lauderdale, Florida 33301, and Parchment LLC ("**Parchment**"), located at 7001 N. Scottsdale Road, Suite 1050, Scottsdale, AZ 85253.

A. Member and Parchment entered into contract for services with Credentials for the Transcripts + service on May 7, 2015. Member and Parchment entered into an agreement for Parchment Award - Transcript Services and Diploma and Badging Services (f/k/a Parchment Send), dated October 12, 2022 (collectively, the "**Agreement**").

B. Accordingly, Member and Parchment wish to renew Parchment Award - Transcript and Diploma Services and amend the Agreement with the following terms.

1. **Renewal Term.** The current renewal term of the Agreement expired on August 1, 2023. Member and Parchment agree to renew the Parchment Award - Transcript Services provided pursuant to the Agreement for an additional one (1) year term, commencing on August 2, 2023 and terminating on August 1, 2024 (the "**Renewal Term**"), at which point the Term of the Agreement can be negotiated for successive one (1) year terms unless either party provides notice of its intent not to renew at least thirty (30) days prior to the end of the then current term.

2. **Parchment Award - Transcript Services Request Fee.** During the Renewal Term, Member and Parchment agree that the Credential Owner will pay a Credential Request fee of \$2.35 per Transcript Request. Request fees include electronic fulfillment of the Credential.

**Parchment Award - Diploma Services Subscription Fees.** During the Renewal Term, Member shall pay an annual subscription fee of \$71,164.00, which covers the amount of credentials listed in the table below. The annual subscription fee is non-refundable, and the annual volume of awards must be used in each annual period during the Term. If the cumulative number of Credentials awarded during an annual period exceeds the foregoing volume, then Parchment will charge Member a fee of \$9.42 for Associates, \$17.19 for Bachelor and \$2.75 for Digital Certificate per Credential Award, which will be invoiced monthly in arrears for the remainder of the applicable annual period.

**Parchment Award - Badging Services Subscription Fees (Digital only).** Member shall pay an annual subscription fee of \$10,000.00 (Badge fee) which covers the digital issuance of up to unlimited badges and a maximum of 3 badge (3) templates. Member may purchase additional badge templates at a rate of \$1,000 per additional template.

3. All other terms, conditions, and fees in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Amendment #1, the terms of this Amendment #1 shall govern to the extent of the conflict. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Amendment #1 may be executed in digital counterparts.



Credential Description	Annual Allotment	Cost Per credential
Associates 8 1/2 x 11 w/Letter	5000	\$9.42
Bachelor 11x14 w Letter	600	\$17.19
Digital Only Certificate	5000	\$2.75
Digital Badges	Unlimited	\$10,000

<b>Parchment LLC</b>	<b>The District Board of Trustees of Broward College, Florida</b>
Name: Matthew Pittinsky	Name: Dr. Barbara J. Bryan
Signature: <i>Matthew Pittinsky</i>	Signature: <i>Barbara J. Bryan Ph.D.</i>
Title: CEO	Title: acting President
Date: 12 / 04 / 2023	Date: December 4, 2023

# Signature Certificate

Reference number: EBUZJ-97SCQ-AZSQN-4PT4V

## Signer

## Timestamp

## Signature

**Matthew Pittinsky**

Email: legal@parchment.com

Sent:

07 Dec 2023 16:55:14 UTC

Viewed:

07 Dec 2023 22:47:08 UTC

Signed:

07 Dec 2023 22:47:54 UTC



## Recipient Verification:

✓ Email verified

07 Dec 2023 22:47:08 UTC

IP address: 208.95.95.165

Location: Gilbert, United States

Document completed by all parties on:

07 Dec 2023 22:47:54 UTC

Page 1 of 1



Signed with PandaDoc

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BROWARD COLLEGE  
SUPPLEMENT ADDENDUM - GENERAL

**1. Incorporation by Reference.** The District Board of Trustees of Broward College, Florida (“BC”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - General (“Addendum”) into the Parchment, LLC Agreement between BC and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement’s 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. 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. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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.

**3. 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.

**4. 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 shall comport with the Florida Public Records Laws. 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 BC, provide 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 BC.

(d) Upon completion of the Agreement, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to 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 BC, upon request from BC’s custodian of public records, in a format that is compatible with the information technology systems of 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 THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. 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 CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND BE GROUNDS FOR TERMINATION.

**5. 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 sovereign

immunity limits set forth in Section 768.28, Florida Statutes.

**6. Compliance.** In its performance, Vendor shall, at its own expense, at all times in the term, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements; and
- c. Privacy: comply with all applicable state and federal laws and BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). In the event that BC will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI. Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor.

**7. 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.

**8. General Provisions.**

- a. 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.

b. Warranties. Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

c. Marketing. 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.

d. Insurance. BC, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, are adequate to cover Vendor's (or subcontractor's) performance under the Agreement and at BC's request, name BC as additional insured on Vendor's policies. All policies shall be in a form and with deductible limits satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to BC. Vendor's insurance policies shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request.

e. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the Agreement.

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

g. Travel Expenses. If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.

h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. Termination. Upon giving written notice to Vendor at least thirty (30) days' prior to the end of each annual period during the Term, BC may terminate the Agreement, annually, effective at the end of each annual period during the Term, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges. Any prepaid fees are non-refundable.

j. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the Agreement, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

k. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the Agreement; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.

l. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

**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: Parchment LLC**

*Rick Smith*

By: \_\_\_\_\_  
Name: Rick Smith  
Title: CFO  
Date: 10 / 19 / 2022

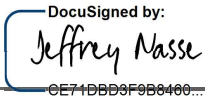


**ORDER FORM - PARCHMENT AWARD SERVICES**

<b>Member:</b> The District Board of Trustees of Broward College, Florida	
Effective Date (if left blank, effective date is date signed by Member below): 08/01/2022	Initial Order Term: 12 months
Member Contact Name: Karen Murphy Member Address: 111 E Las Olas Blvd Fort Lauderdale, FL 33301 Primary Contact Phone: (954) 201-7471 Primary Contact Email: kmurphy@broward.edu	
Offer Expiration Date: The pricing and terms set forth in this Order Form expires on 09/30/2022 if not signed by Member on or prior to such date.	
<b>Parchment Services:</b> Parchment Award Services	

Member hereby orders and subscribes to the Parchment Award Services as set forth and identified in one or more Statements of Work attached hereto as Exhibit A (the "**SOW**"), and the Parchment Terms and Conditions attached hereto as Exhibit B (collectively, the "**Agreement**"), effective as of the Effective Date above. Capitalized terms will have the meaning given to them in the Terms and Conditions.

The Initial Order Term of this Agreement will commence on the Effective Date and continue for the period of time set forth as the Initial Order Term above.

<b>Parchment LLC</b>	The District Board of Trustees of Broward College, Florida
Name: Richard Smith	Name: Jeffrey Nasse
Signature: <i>Rick Smith</i>	Signature:  <small>CE71DBD9F9B8460...</small>
Title: Vice President & CFO	Title: Provost & SVP Academic Affairs
Date: 10 / 19 / 2022	Date: 10/12/2022

**EXHIBIT A**  
**STATEMENT OF WORK**  
**PARCHMENT AWARD SERVICES - TRANSCRIPT SERVICES**

Member agrees to order and subscribe to the Parchment Award Services identified and described in this Statement of Work, in accordance with the fees and payment terms set forth below. **All fees are non-refundable, unless otherwise specified in the Terms and Conditions, including pre-paid subscription fees.** The Parchment Services listed in this Statement of Work provide the features and functionality set forth in each Parchment Services description, as applicable, and available as Attachment 1.

**1. Parchment Award Transcript Services - Transaction Pricing**

**1.1 Parchment Award Services: Request Fee (Per Transaction).** The Credential Owner will pay the following fees per Request as outlined in the table below, which includes electronic delivery of the Credential.

**1.2 Third-Party Ordering.** Third party Credential Requestors may Request Credentials under this Agreement and will pay a per Request fee at Parchment’s then-current prevailing list rates.

**1.3 Surcharge.** Member can add a surcharge to each Credential Request as a method of cost recovery for some or all of Member’s fees, or an auxiliary revenue source. Due to the processing fees assessed by Parchment’s credit card processing vendor, there will be a 5% processing fee on all credit card (including debit) charges in excess of the Credential Request fee. Parchment will remit to Member any surcharges (less any processing fees on a monthly basis, no later than 45 days following the end of each calendar month).

<b>Transcript Services Credential Types</b>	<b>Request Fee</b>	<b>Parchment Print and Mail</b>
Academic Transcript	\$2.35	Yes

**2. Parchment Award Transcript Services Print and Mail**

**Print and Mail Services.** If selected by Member on this Statement of Work, the print and paper delivery fees are paid by the Credential Owner (e.g. student) at the time of the Request and shall be at Parchment’s prevailing rates, which are currently:

**\$2.50** for U.S. domestic paper delivery (including first class postage)

**\$5.25** for international paper delivery (including first class postage)

**EXHIBIT A**  
**STATEMENT OF WORK**  
**PARCHMENT AWARD SERVICES - Diploma SERVICES (digital and print subscription)**

Member agrees to order and subscribe to the Parchment Award Services identified and described in this Statement of Work, in accordance with the fees and payment terms set forth below. **All fees are non-refundable, unless otherwise specified in the Terms and Conditions, including pre-paid subscription fees.**

**1. Annual Subscription Fee (digital and print).**

**1.1 Parchment Award Services: Annual Subscription Fee.** Member shall pay an annual subscription fee of \$88,598.00, which covers the digital and print issuance of up the annual volume of the Credential types set forth in the table below.

The annual subscription fee is non-refundable and the Credential Requests provided pursuant to the subscription must be used up during each annual period during the Term. If the cumulative number of Credentials requested during each annual period during the Term exceeds the foregoing Credential Request limit, Member will pay a per Credential Request fee at the rates set forth in the table per Request for the overage for the remainder of the then-current subscription period, which will be invoiced by Parchment monthly in arrears.

**1.2 Payment Terms.** Prior to the end of each annual period during the Term of this Agreement, Member may adjust its annual subscription fee to reflect a new Request volume for the following annual period, upon mutual written agreement. Parchment will invoice Member for the Award Fee annually in advance following execution of this Agreement, and such invoiced amounts shall be due and payable within thirty (30) days of receipt of the applicable invoice.

Credential Type and Details	Price Per Credential	Annual Volume	Annual Subscription Fee
Diplomas Associates - 8x11 with Letter	\$9.42	6500	\$61,230.00
Diplomas Bachelor - 11x14 with Letter	\$17.49	700	\$12,243.00
Digital Certificates	\$2.75	5500	\$15,125.00

**2. Implementation Design Fee.** Additional Diploma shell templates will be subject to additional fees at a rate of \$1,500.00 per Diplomashell template. Parchment will invoice Member for the Design Fee following execution of this Agreement, which shall be due and payable within thirty (30) days of receipt of the applicable invoice. Additional fees for additional Diplomashells will be invoiced to Member following the request for additional shell templates.

**3. Damaged Credentials.** Parchment will replace up to one (1) printed Diploma per Credential Owner at no additional cost in the event such printed diploma is (i) reported in writing as “not received” after ten (10) business days by the recipient of the Credential to Parchment, or (ii) reported in writing as damaged or destroyed in transit by the recipient of the Credential to Parchment. Parchment will print and mail such replacement Credential within fifteen (15) business days of receipt of such written notification.

**4. Diploma Replacement Orders.** The Credential Owner will pay a per Credential Fee for any replacement orders at the rates set forth in the rate table above, plus any surcharge and additional print and shipping fees as set forth in the table below.



**EXHIBIT A**  
**STATEMENT OF WORK**  
**PARCHMENT AWARD SERVICES - Badging Services (digital only subscription)**

Member agrees to order and subscribe to the Parchment Award Services identified and described in this Statement of Work, in accordance with the fees and payment terms set forth below. **All fees are non-refundable, unless otherwise specified in the Terms and Conditions, including pre-paid subscription fees.** The Parchment Services listed in this Statement of Work provide the features and functionality set forth in each Parchment Services description, as applicable, and available as Attachment 1.

**1. Annual Subscription Fee (digital only).**

**1.1 Parchment Award Services: Annual Subscription Fee.** Member shall pay an annual subscription fee of \$10,000.00 ("Badge Fee"), which covers the digital issuance of up to unlimited digital badges and a maximum of three (3) badge templates. Member may purchase additional badge templates at a rate of \$1,000.00 per additional template.

**1.2 Implementation Design Fee.** Member shall pay a one-time aggregate design fee of \$1,000.00 (the "Design Fee") is applied to produce the graphic artwork for Member's credentials. Parchment will invoice Member for the Design Fee following execution of this Agreement, which shall be due and payable within thirty (30) days of receipt of the applicable invoice.

**1.3 Payment Terms.** Parchment will invoice Member for the Badge Fee annually in advance following execution of this Agreement, and such invoiced amounts shall be due and payable within thirty (30) days of receipt of the applicable invoice. Parchment will invoice Member for any additional badge templates following request in writing or issuance of a PO by Member, and such invoices are due within thirty (30) days of receipt.

**2. MEMBER OBLIGATIONS; COHORT DATA.**

**2.1** Member agrees and acknowledges that it shall provide the reasonably requested cohort and roster information in a timely manner upon request by Parchment and from time to time during the Term as required for Parchment to perform the Parchment Services hereunder. The required roster information shall include: First Name, Last Name, DOB, and physical address.

**2.2** Member is responsible for and assumes the risk, responsibility, and expense of any liabilities resulting from the accuracy, quality, reliability, and legality of all requested cohort and roster data provided to Parchment by Member. Member acknowledges and agrees that it is responsible for the content of the badges and that Parchment will print and deliver the badges with the content provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member-provided badges, roster, and cohort data or the badge content. Member agrees to comply with all applicable laws, including relevant privacy and data security laws, in accordance with its obligations under the Agreement. Member represents and warrants to Parchment that it has all necessary or required consents and authorization to share the relevant cohort and roster data with Parchment as set forth herein.

**2.3** Following completion of Member's upload of the cohort and roster data, Member will receive digital sample badges for review. Member can review the digital sample badges in their administrative access to the Service and issue the digital badges through the Service. Once the Member has reviewed and initiated the digital issuance of the badges, Member will be deemed to have approved and accepted the badges. If Member rejects the badges, Member will notify Parchment of any errors and Parchment will correct such errors in a commercially reasonable time period and at no additional cost to Member.

## EXHIBIT B

### TERMS & CONDITIONS

Parchment LLC ("**Parchment**") and Member hereby agree to be bound by these Terms and Conditions as of the Effective Date, as attached and incorporated into the Order Form for the Parchment Services. The communications between Member set forth on the applicable Order Form, and Parchment relating to the Parchment Services may include electronic means. Each of Member and Parchment may be referred to as a "Party" and collectively as the "Parties".

#### 1 DEFINITIONS.

1.1 "**Agreement**" has the meaning set forth on the Order Form.

1.2 "**Authorized User**" means any Member employee or contractor or such other individual as may be authorized by virtue of such individual's relationship to, or permissions from, Member, to access the Parchment Services pursuant to Member's rights under this Agreement. Credential Owners will not be considered Authorized Users except as otherwise set forth herein.

1.3 "**Awards**" means to digitally issue and award a diploma, certificate, or other credential via the Parchment Services.

1.4 "**Confidential Information**" means any non-public material or information relating to a Party which it discloses or makes available to the other Party under this Agreement, including, by way of example, research, strategies, inventions, processes, formulas, technologies, designs, drawings, finances, or other non-public information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the Services, the Analytics, Transactional Data, De-Identified Data, and any databases of Parchment (including any data models and data contained therein that is not Member-specific) are Confidential Information of Parchment.

1.5 "**Credential**" means a licensed transcript, diploma, replacement diploma, certificate, replacement certificate, degree verification, enrollment verification, digital badge, or custom CLR credential.

1.6 "**Credential Issuer**" means the institution that issues, certifies, Awards, and/or maintains the Credential of a Credential Owner.

1.7 "**Credential Owner**" means an individual (including a student) who has registered for the Parchment Services and uses the Parchment Site for the management of his or her Credential. Credential Owners may be provided access to the Parchment Services by their Credential Issuer.

1.8 "**Credential Recipient**" means an institution or an individual that receives (or is awarded) a Credential through the Parchment Services (for example, a college or employer or Credential Owner).

1.9 "**Credential Requestor**" means an authorized third party individual or institution that uses the Parchment Services to request electronic delivery and fulfillment of a Credential.

1.10 "**De-Identified Data**" means data for which the personally identifying information (e.g. name, email address, postal address) has been removed, and may include aggregated data, or statistics.

1.11 "**Documentation**" means Parchment's standard user manuals and/or related documentation generally made available to members of the Parchment Services purchased, including the applicable Parchment Services description, a copy of which is attached for reference as Attachment 1.

1.12 "**Effective Date**" has the meaning set forth on the Order Form.

1.13 "**Intellectual Property Rights**" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights and trade dress; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.14 "**Member Data**" means the data, information and content provided by Member and/or Authorized Users through the Parchment Services, including Credentials, but excluding De-Identified Data and Transactional Data.

1.15 "**Order Form**" means Parchment's standard Parchment Services order form, executed by both Parties, which incorporates by reference one or more Statements of Work (attached to the Order Form as Exhibit A), and these Terms and Conditions (attached to the Order Form as Exhibit B).

1.16 "**Parchment Services**" means Parchment's digital credential services, as set forth on Exhibit A to such Order Form, and each as described in the applicable Parchment Services description, a copy of which is attached for reference as Attachment 1.

1.17 "**Parchment Site**" means any of the websites located at <https://parchment.com> and any other URLs owned or operated by Parchment and designated by Parchment for use by Credential Owners as part of the Parchment Services.

1.18 "**Professional Services**" means any implementation, set-up, integration, training, custom development or other professional services provided to Member by Parchment.

1.19 "**Request**" (whether or not such term is capitalized) means to digitally request the issuance and transmission of one Credential electronically to one Credential Recipient.

1.20 "**Services**" means the Parchment Services combined with the Professional Services.

1.21 "**Terms and Conditions**" means all the provisions, terms and conditions set forth in these Terms and Conditions and incorporated into each Order Form.

1.22 "**Term**" shall have the meaning set forth in Section 11.1.

1.23 “**Transactional Data**” means any non-personally identifiable data or information generated from Authorized Users’ or Credential Owners’ use of the Parchment Services, which may include, without limitation, the number of Credential Owners applying or requesting their Credentials be sent to a particular Credential Recipient, information provided to Parchment during registration, such as login details and test scores, and order history.

**2 PARCHMENT SERVICES; ORDERS AND USE.**

**2.1 Orders and Provision of Access.** Subject to this Agreement, Parchment grants to Member a non-exclusive, non-transferable right to permit Authorized Users to access the features and functions of the applicable Parchment Services ordered pursuant to an Order Form, subject to any restrictions set forth therein. As soon as reasonably practicable after the Effective Date, Parchment will provide to Member the necessary access protocols to allow Member and its Authorized Users to access the Parchment Services.

**2.2 Multiple Institutions.** Subject to payment of applicable fees and as indicated on the Order Form, Member can make the Parchment Services available to any of its participating institutions, divisions, or locations, if applicable. Each such participating institution may be referred to herein as an “Institution” and any reference to Member will include such institutions, divisions, or locations and Member will be responsible for the acts and omissions of its Institutions and any act or omission by an Institution which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

**2.3 Usage Restrictions.**

**2.3.1** Member and its Authorized Users will not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Parchment Services are compiled or interpreted, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such code; (b) create any derivative product from any of the Parchment Services; or (c) allow third parties other than Authorized Users to gain access to the Parchment Services, with the understanding that Member will not be in breach of the foregoing restriction by using the Parchment Services to authorize, enable and permit Credential Owners who attend one of its Institution(s) to access the Parchment Services.

**2.3.2** Member will use the Parchment Services only as contemplated by this Agreement and will not, nor will Member authorize any Authorized User, Credential Owner or other third party to, use the Parchment Services to: (a) send any form of duplicative and unsolicited messages; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) transmit through or post on the Parchment Services any unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (d) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Parchment Services or the data contained therein; or (f) attempt to gain unauthorized access to the Parchment Services, computer systems or networks related to the Parchment Services.

**2.4 Conditions on Use by Authorized Users and Credential Owners.** Parchment may condition Credential Owners’ or Authorized Users’ (if using the Parchment Services on their own behalf and not on behalf of the Member) use of the Parchment Services, including the Parchment Site, on their acceptance of and compliance with the Parchment’s then-current terms of service, including the payment of any applicable fees. Any Credential Owner affiliated with the Member or an Institution may access the Parchment Site, subject to this Section 2.4.

**2.5 Preferred Method for Electronic Fulfillment.** Parchment will be Member’s preferred and primary method to electronically deliver and/or Award Credentials to Credential Owners or Credential Recipients, as applicable.

**3 MEMBER RIGHTS AND OBLIGATIONS.**

**3.1 Authorized User Access to Service; Usernames.** Member may permit Authorized Users to access and use the features and functions of the Parchment Services in accordance with this Agreement. Member will: (a) provide to Parchment information and other assistance as necessary to enable Parchment to establish usernames to be used by Authorized Users; (b) be responsible for maintaining the confidentiality of all Authorized Users’ usernames and passwords; (c) be solely responsible for all activities that occur under these usernames; (d) not to allow a third party to use its account, usernames or passwords at any time; and (e) notify Parchment promptly of any actual or suspected security breach. Parchment reserves the right to terminate any username and password that Parchment reasonably determines may be suspect. As between Member and Parchment, Member will be responsible for all acts and omissions of Authorized Users, and any act or omission by such Authorized Users which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

**3.2 Member Obligations.** Member is solely responsible for (a) the accuracy of any Member-provided means of authenticating Credential Owners using the Parchment Services; (b) the options it selects as part of the Parchment Services; (c) completeness, accuracy, and timely delivery of all Credentials to Parchment; (d) compliance with the Member’s regulations related to the transmission, issuance, and Award of Credentials, including the accuracy, completeness, of the Credentials; (e) operation of Member’s computer and communication systems; and (f) results of Member’s use of the Parchment Services. Additionally, Member will (i) inform Credential Owners and Authorized Users about the use and benefits of the Parchment Services, (ii) schedule appropriate staff training on how to use the Parchment Services, (iii) place Parchment name and logo and provided descriptive text and hyperlink promoting the Parchment Services on Member’s website; (iv) provide any required or requested data (e.g., roster of Credential Owners, bulk uploads, course catalog data) necessary for the full functioning of the Parchment Services; (v) monitor and promptly respond to any requests for Credentials; and (vi) periodically update Credentials for use in the Parchment Services.

**3.3 Requirement to Provide Member Data to Parchment.** Certain Member Data may be required for the proper

operation of the Parchment Services. Member will make available in a timely manner at no charge to Parchment all Member Data required by Parchment for the performance of its obligations under this Agreement. Member will be responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Member Data; and (b) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Parchment Services. Member acknowledges and agrees that it is the legal custodian of the Credentials, has all rights to transfer Credentials to Parchment for purposes of providing the Parchment Services, and that Parchment will process the Credential as provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member Data or Credential provided to Parchment.

**3.4 Legal and Regulatory Compliance.** Member agrees to comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations in its acts and omissions relating to this Agreement, including without limitation the Family Education Rights and Privacy Act and the Protection of Pupil Rights Act. Member acknowledges that it has selected to accept electronic signature via the Parchment Services as a valid method of consent to disclose Credentials pursuant to FERPA. The parties agree that any processing of Member Data that is subject to the General Data Protection Regulation (GDPR) or the California Consumer Privacy Act (CCPA), if any, and solely to the extent such Member Data is processed by Parchment under the proper jurisdiction and scope of the GDPR and CCPA respectively, will be subject to the Data Protection Addendum, available [here](https://www.parchment.com/data-protection-addendum-2021/) ( <https://www.parchment.com/data-protection-addendum-2021/>), which, solely to the extent applicable, is hereby incorporated by reference.

#### 4 PARCHMENT RIGHTS AND OBLIGATIONS.

**4.1 Technical Assistance.** Parchment provides certain limited support services as part of the Parchment Services. Member can designate up to two (2) Authorized Users to receive technical assistance from Parchment ("Eligible Support Recipients"). Such designees may be changed at any time by written notice to Parchment. Parchment will also use reasonable efforts to provide support to Credential Owners in accordance with Parchment's then-current support policies. Except as set forth above, Member will be solely responsible for the support of all Authorized User and Credential Owners accessing the Parchment Services. Subject to this Agreement including the payment of the applicable fees, Parchment will provide technical assistance to Member during Parchment's ordinary and customary business hours in accordance with its standard policies and procedures, with the understanding that such policies do not provide for any on-site support. To the extent the Parties agree that Parchment will provide on-site technical assistance, Member will be obligated to pay a fee to Parchment, in an amount determined by Parchment's then-standard hourly rates for such support, and Member will further reimburse Parchment for expenses related to travel and/or living expenses incurred by Parchment personnel in the provision of such on-site support.

**4.2 Training.** Parchment may, in its sole discretion, offer access to web-based classes and self-directed online training modules on the

Parchment Services. Until the Member has ordered training services pursuant to a statement of work or separate agreement, Parchment will have no obligation to provide training services to Member other than as indicated above.

**4.3 Communication with Users.** As part of the provision of the Parchment Services under this Agreement, Member agrees that Parchment may communicate with Authorized Users and Credential Owners from time-to-time as may be necessary for the provision of the Parchment Services, in Parchment's reasonable discretion. Upon a Credential Owner registering on the Parchment Site, Parchment may communicate with such Credential Owner to the extent permitted under such relationship.

**4.4 Continuous Development.** The Parties acknowledge and agree that Parchment may continually develop, deliver and provide to Member ongoing innovation to the Parchment Services in the form of new features, functionality, capabilities and services. Accordingly, Parchment reserves the right to modify the Parchment Services from time to time. Some modifications will be provided to Member at no additional charge. In the event that Parchment adds additional functionality to the Parchment Services, Parchment may condition the implementation of such modifications on Member's payment of additional fees, and Member will not be entitled to such new functionality unless Member pays such fees, provided that Member may continue to use the version of the Parchment Services that Parchment makes generally available (without such features) without paying additional fees. If any modification materially and adversely affects the functionality of the Parchment Services, Member may provide written notice to Parchment within thirty (30) days of such change and, if Parchment is unable to provide substantially the same functionality to Member in the Parchment Services within thirty (30) days of Parchment receiving such notice, Member may terminate the applicable Order Form as its sole and exclusive remedy for such modification.

**4.5 Parchment Obligations; Legal and Regulatory Compliance.** Parchment will: (a) provide the Services in material accordance with the Order Form, Documentation and Exhibit A; (b) implement and maintain backup, security and business continuity measures, in accordance with industry practices, in order to maintain the security and integrity of the Parchment Services and Member Data; provided, however, that Parchment will have no obligation to backup or maintain the security of Credentials and other data and materials that are within the control of Member or any other Authorized User or Credential Owner; and (c) comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including the Family Educational Rights and Privacy Act and the Protection of Pupil Rights Act., and applicable data protection laws.

#### 5 PROPRIETARY RIGHTS.

**5.1 Member Data.** As between Parchment and Member, Member owns all right, title, and interest in and to the underlying Member Data. Subject to the terms of this Section 5, Parchment agrees to hold confidential (in accordance with applicable state laws, federal laws and specifically as provided for under FERPA) all Member Data it receives, and will not read or use the contents of any such Credentials in the Parchment Services, except as necessary to process the transaction through the Parchment Services or store the data as part of Services or in the ordinary course of its business. The parties agree and understand that Parchment does not verify any Member Data or the contents of any Credentials as complete or



accurate, nor does it provide verification of status or any other item. The parties further agree and understand that Parchment shall not modify the Member Data or Credentials provided to it for purposes of processing transactions through the Parchment Services, unless otherwise specified and agreed upon by Member and Parchment. The Parchment Services are limited to the description provided herein and in related Documentation. Notwithstanding the above, once Credentials are lawfully transmitted to a third party, the third party's, and those acting on behalf of the third party's, use of those Credentials is not governed by this Agreement.

**5.2 Transactional Data.** Parchment may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze Transactional Data. Transactional Data relies solely on data regarding the transaction of registering or transmitting the Credential through the Parchment Services, and does not include any data from the Credential itself. To the extent that any Transactional Data is generated through the Parchment Services and collected by Parchment, such Transactional Data will be solely owned by Parchment and may be used by Parchment for any lawful purpose, provided that the Transactional Data is used only in de-identified form and in a manner that does not permit the identification of any Credential Owner. Parchment agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Transactional Data.

**5.3 De-Identified Data.** Parchment may create De-Identified Data from Member Data. Parchment may create De-Identified Data from any data it collects or receives in connection with the Parchment Services. Parchment may use and disclose such De-Identified Data for any lawful purpose, provided that it is used in such a manner that does not permit the identification of any Credential Owner.

**5.4 Intellectual Property Rights in Parchment Services.** Member acknowledges that Parchment and its licensors own all Intellectual Property Rights in and to the Services (including all components thereof) and all work product, developments, inventions, technology or materials provided under this Agreement. Parchment reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair Parchment's and/or its licensors' Intellectual Property Rights in the Services, and any other materials, information, processes or subject matter proprietary to Parchment. Member further acknowledges that Parchment retains the right to use the foregoing for any purpose in Parchment's sole discretion.

**5.5 Feedback.** From time to time, Member and its Authorized Users may provide suggestions, enhancement requests, recommendations or other feedback relating to the operation or functionality of the Services ("Feedback"). Member will have no obligation to provide Feedback. Member hereby grants Parchment, and Parchment will have, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

**5.6 Analytics.** As part of certain Parchment Services, Parchment may provide Member with access to certain analytics and benchmarking data, which may include Transactional Data or De-Identified Data, each as defined above, and derivative works thereof, and other standard and/or customized reports prepared by Parchment for Member (all such reports, analytics, data, content and

information be referred to as the "Analytics"). As between Member and Parchment, Parchment retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein, except for any underlying Member Data therein. To the extent Parchment provides Member with access to any Analytics, Parchment grants Member a limited, non-exclusive, non-transferable license, subject to this Agreement, to use and reproduce the Analytics solely for Member's internal business use and for no other purpose. Member acknowledges that the Analytics are the Confidential Information of Parchment (and thus subject to the obligations in Section 7) and contain valuable trade secrets and other intellectual property of Parchment and its licensors. Member agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Parchment Services. The foregoing restrictions in this Section 5.6 will not limit how Member can use the Member Data to the extent it is not included in the Analytics.

## 6 FEES AND PAYMENTS.

**6.1 Fees Payable.** All fees are listed and payable in United States dollars. Parchment will submit invoices to Member for fees in accordance with the relevant payment schedules indicated on the applicable Order Form, and each invoiced amount will be due and payable by Member within thirty (30) days of receipt of the relevant invoice. Unless otherwise expressly specified in Exhibit A to this Agreement, after the first twelve (12) months of the Agreement, Parchment, in its sole discretion, may increase the fees payable for Services under this Agreement annually. Parchment will provide at least sixty (60) days advance notice of such fees increase, which will be effective as of the date in such notice.

**6.2 Disputed Charges.** Member must notify Parchment in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Member will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

**6.3 Late Payments; Interest.** Parchment reserves the right to charge, and Member agrees to pay, a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

**6.4 Taxes.** Member understands that all amounts payable under this Agreement exclude all applicable sales, use, excise, gross receipts, other taxes fees, duties and charges and all applicable export and import fees, customs duties and similar charges (other than taxes based on Parchment's income) (collectively "Taxes"). Member agrees to be responsible for and to remit payment of all such Taxes arising from the payment of any fees hereunder. In the event that any state assesses liability for such Taxes to Parchment, Member agrees that, upon Parchment's request, it will provide Parchment with documentary proof that such Taxes have been paid or it will provide a tax exemption certificate. Any such Taxes imposed on any payments

hereunder to Parchment will be Member's sole responsibility and if Member fails to make such tax payments, Member agrees to pay all Taxes assessed to Parchment, along with applicable interest and penalties, within ten (10) days of demand therefor to Parchment.

**7 CONFIDENTIALITY.** During this Agreement, each Party will have access to certain Confidential Information of the other Party. Each Party agrees: (a) not to disclose the Confidential Information of the other Party to anyone except its employees, contractors and advisors ("Representatives") on a strict need to know basis and subject to a written duty of confidence, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement and (c) to use commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information. This Section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without reference to or use of the disclosing party's Confidential Information and by personnel without access to such Confidential Information. Each Party may disclose Confidential Information to the extent required: (1) by securities laws, (2) to comply with a court or governmental order, or to comply with applicable law or (3) to establish or preserve a Party's rights under this Agreement. Each Party will be responsible for the acts and omissions of its Representatives related to any breach of this Section.

## **8 WARRANTIES.**

**8.1 Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that the execution and performance of this Agreement does not and will not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

**8.2 Parchment Warranties.** Parchment represents and warrants that it will provide the Services in a professional and workmanlike manner substantially consistent with general industry standards.

**8.3 FERPA Warranty.** Parchment will comply with the regulations of FERPA which are applicable to Parchment. NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, PARCHMENT WILL NOT BE RESPONSIBLE FOR VIOLATIONS OF FERPA RELATED TO MEMBER'S PROCESSES NOT RELATED TO THE SERVICES.

**8.4 Member Warranties.** Member hereby represents and warrants that it owns or otherwise has sufficient rights and all necessary consents to grant Parchment access to and use and display of the Member Data in accordance with this Agreement, and that its collection and provision of such Member Data complies with all applicable laws and does not violate any person's right of privacy or publicity.

**8.5 No Other Warranties.** EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE PARCHMENT SERVICES, PARCHMENT SITE, AND ANY OTHER MATERIALS, DATA AND/OR SERVICES PROVIDED BY PARCHMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND PARCHMENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS WELL AS ANY WARRANTIES

OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY PARCHMENT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARCHMENT DOES NOT WARRANT THAT THE PARCHMENT SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET MEMBER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. MEMBER ACKNOWLEDGES THAT PARCHMENT'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF MEMBER ONLY.

**8.6 Delays.** PARCHMENT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PARCHMENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## **9 LIMITATION OF LIABILITY.**

**9.1 LIMITATIONS OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR PARCHMENT'S INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF PARCHMENT TO MEMBER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO PARCHMENT BY MEMBER IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**9.2 Essential Basis.** The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

**10 Indemnification Obligations of Parchment.** Parchment will defend at its expense any suit brought against Member by a third party, and will pay any settlement Parchment makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that the Parchment Services

misappropriate any Intellectual Property Rights of a third party; (b) Parchment's breach of Section 8.3; or (c) Parchment's gross negligence or willful misconduct in handling the Credentials. If any portion of the Parchment Services becomes, or in Parchment's opinion is likely to become, the subject of a claim of infringement, Parchment may, at Parchment's option: (i) procure for Member the right to continue using the Parchment Services; (ii) replace the Parchment Services with non-infringing services which do not materially reduce the functionality of the Services; (iii) modify the Parchment Services so that it becomes non-infringing; or (iv) terminate the Parchment Services and refund any fees actually paid by Member to Parchment for the remainder of the Term then in effect, and upon such termination, Member will immediately cease all use of the Services. Notwithstanding the foregoing, Parchment will have no obligation under this Section 10 or otherwise with respect to any claim based upon (1) any use of the Services not in accordance with these Terms and Conditions or the Documentation; (2) Parchment's conformance to Member's specifications; (3) any use of the Services in combination with other products, equipment, services or content not supplied by Parchment; (4) any modification of the Services by any person other than Parchment or its authorized agents; or (5) the Member Data. THIS SECTION STATES MEMBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS. Parchment's obligations as set forth above are expressly conditioned upon each of the following: (A) Member promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) Parchment having sole control of the defense or settlement of any claim or suit; and (C) Member cooperating with Parchment to facilitate the settlement or defense of any claim or suit.

#### 11 TERM AND TERMINATION.

11.1 **Term.** This Agreement is effective as of the Effective Date listed on the Order Form. The Term of this Agreement will commence on the Effective Date and will continue for as long as the Initial Order Term indicated on the Order Form and any subsequent renewals is in effect, unless terminated in accordance with this Section 11 (the "Term").

11.2 **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

11.3 **Termination upon Bankruptcy, Insolvency or Lack of Funding.** Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors; or (e) if the Member or the Member's sponsor is a state or federal agency or institution, the funding for this Agreement is not provided to Member or the Member's

sponsor by the legislature of the applicable state or federal government.

11.4 **Suspension of Service.** If Member fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Member Data and/or Credentials in the event of a threat to the security of the Parchment Service(s), Parchment will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Services (including access to the Parchment Services and/or Parchment Site) to Member and/or its Credential Owners, without liability to Member until such amounts are paid in full or such breach is cured (in Parchment's sole discretion), as applicable.

11.5 **Accrued Obligations.** Termination of this Agreement will not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 11 will incur no additional liability merely by virtue of such termination.

11.6 **Effect of Termination.** Upon any expiration or termination of this Agreement, Member will immediately discontinue all use of the Parchment Services and pay all amounts due and payable hereunder. Each Party will promptly delete or destroy any Confidential Information of the other Party, including all copies thereof, except that Parchment may retain the Member Data: (a) as required by law; (b) for up to thirty (30) days after the effective date of termination, Parchment will, upon written request, make available to Member a copy of its Member Data in one of Parchment's standard formats. After such period, Parchment may delete Member Data.

11.7 **Survival of Obligations.** The provisions of Sections 2.5, 3.4, 5, 7 through 10, 11.6 through 11.7, and 12, and Member's obligations to pay any amounts due and outstanding hereunder, will survive termination or expiration of this Agreement.

#### 12 MISCELLANEOUS.

12.1 **Force Majeure.** Either Party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of that Party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.2 **Notices.** Member (a) consents to receive communications from Parchment in electronic form, whether via email, posting updates on the Parchment Site, or by other reasonable means, and (b) agrees that all agreements and other communication that Parchment provides to Member electronically satisfies all legal requirements as if on print writing. All notices required under these Terms and Conditions will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth on the Order Form (with notices to Parchment sent to the attention of the General Counsel). All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier.



**12.3 Assignment.** Neither Party will assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation will be null, void and of no effect. However, either Party may, without the written consent of the other Party, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of a merger, consolidation, change in control or similar transaction. This Agreement will be binding upon and inure to the benefit of Parchment and Member and their successors and permitted assigns.

**12.4 Independent Contractors.** Member and Parchment acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

**12.5 Amendment.** No amendment to this Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

**12.6 Waiver.** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

**12.7 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

**12.8 Causes of Action.** No action arising from or related to this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

**12.9 Service Level Agreement.** Parchment shall make the Parchment Services available subject to the terms of this Agreement and the Parchment Service Level Agreement, available [here \(https://www.parchment.com/service-level-agreement/\)](https://www.parchment.com/service-level-agreement/).

**ATTACHMENT 1**  
**PARCHMENT SERVICES DESCRIPTIONS**

**DESCRIPTION OF PARCHMENT AWARD: TRANSCRIPT SERVICES.** The Parchment Services ordered and described herein as Parchment Award: Transcript Services shall enable Credential Owners to order and request delivery of transcripts and other documents from the Credential Issuer to Credential Recipients. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and/or to print and manually send requested documents to Credential Recipients. Member hereby designates Parchment as Member's authorized provider in sending official copies of credentials, on paper or electronically, to Credential Recipients, agrees to provide credentials as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided with the following features/functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for requesters at Parchment.com, under its terms of use.
2. Configuration of an institution-specific ordering process to allow requests from alumni, current students, and other requesters for paper or electronic transcripts, and other credentials as desired, using the activation toolset provided by Parchment.
3. Establishment of business rules to determine the method, requirements, and process for offering credentials and accepting payment for different options offered in the ordering process.
4. Ability for requesters to upload any attachments to be delivered with credentials, as applicable.
5. Digital collection of consent to authorize release of records under applicable regulation.
6. Provide secure delivery of:
  1. recipient designated formats made available through the Parchment Receive network, or
  2. to any third-party via certified PDF with Adobe® Blue Ribbon, or
  3. secure print and mail.
7. Provide an interface for Issuer to view all credential requests, run reports, and place orders on behalf of requesters.
8. Provide manual tools to accept fulfillment files, in various formats, in response to requests.
9. Provide the ability to automate the fulfillment process with Parchment automation frameworks.
10. Decorate provided files with Issuer-specific artwork, including border, signature, and seal.

**DESCRIPTION OF PARCHMENT AWARD: DIPLOMA SERVICES.** If ordered by Member pursuant to a duly executed Agreement, the Parchment Services described as Parchment Award: Diploma Services shall enable Member to award diplomas to Credential Owners and enable Credential Owners to access awarded diplomas from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and to optionally print and manually send specified diplomas to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of diplomas, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided to Member with the following features and functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
2. Configuration of data inputs and artwork for creation of templates for diplomas.
3. Acceptance of structured data for creation of individual diplomas to be issued to Credential Owners.
4. Creation of cohorts of Credential Owners to receive awarded diplomas in digital only, or digital and print formats.
5. Configuration and scheduling of notification and distribution of awarded diplomas for created cohorts.
6. Review and award of diplomas.
7. Electronic notification to Credential Owners of award of individual diplomas to claim and manage.
8. Acceptance workflow for Credential Owners through Parchment Site.
9. Delivery of awarded diplomas through Parchment Site.
10. Tools for sharing links to diplomas through Parchment Site.
11. Hosted individual diploma pages, shared at the discretion of the Credential Owner.

**DESCRIPTION OF PARCHMENT AWARD: CERTIFICATE SERVICES.** If ordered by Member pursuant to a duly executed Agreement, the Parchment Services described as Parchment Award: Certificate Services shall enable Member to award certificates to Credential Owners and enable Credential Owners to access awarded certificates from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and to optionally print and manually send specified certificates to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of certificates, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided to Member with the following features and functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
2. Configuration of data inputs and artwork for creation of templates for certificates.
3. Acceptance of structured data for creation of individual certificates to be issued to Credential Owners.
4. Creation of cohorts of Credential Owners to receive awarded certificates in digital only, or digital and print formats.
5. Configuration and scheduling of notification and distribution of awarded certificates for created cohorts.
6. Review and award of certificates.
7. Electronic notification to Credential Owners of award of individual certificates to claim and manage.
8. Acceptance workflow for Credential Owners through Parchment Site.
9. Delivery of awarded certificates through Parchment Site.
10. Tools for sharing links to certificates through Parchment Site.
11. Hosted individual certificate pages, shared at the discretion of the Credential Owner.

**DESCRIPTION OF PARCHMENT AWARD: VERIFICATION SERVICES.** If ordered by Member pursuant to a duly executed Agreement, the Parchment Services described as Parchment Award: Verification Services shall enable Member to award verifications to Credential Owners. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver verifications to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of verifications, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided to Member with the following features and functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for requesters at Parchment.com, under its terms of use.
2. Configuration of an institution-specific ordering process to allow requests from alumni, current students, and other requesters for paper or electronic transcripts, and other credentials as desired, using the activation toolset provided by Parchment.
3. Establishment of business rules to determine the method, requirements, and process for offering credentials and accepting payment for different options offered in the ordering process.
4. Digital collection of consent to authorize release of records under applicable regulation.
5. Provide secure delivery, through the Parchment Receive network, to any third-party via certified PDF with Adobe® Blue Ribbon, or secure print and mail.
6. Provide an interface for Issuer to view all credential requests, run reports, and place orders on behalf of requesters.
7. Provide manual tools to accept fulfillment files, in various formats, in response to requests.
8. Provide the ability to automate the fulfillment process with Parchment automation frameworks.
9. Decorate provided files with Issuer-specific artwork, including border, signature, and seal.

**DESCRIPTION OF PARCHMENT AWARD: CLR SERVICES.** If ordered by Member pursuant to a duly executed Agreement, the Parchment Services described as Parchment Award: CLR Services shall enable Member to award Comprehensive Learner Records (CLRs) to Credential Owners and enable Credential Owners to access awarded CLRs from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver specified CLRs to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of CLRs, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

1. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
2. Configuration of data inputs and artwork for creation of templates for CLRs.
3. Acceptance of structured data for creation of individual CLRs to be issued to Credential Owners.
4. Creation of cohorts of Credential Owners to receive awarded CLRs in digital only, or digital and print formats.
5. Configuration and scheduling of notification and distribution of awarded CLRs for created cohorts.
6. Review and award of CLRs.
7. Electronic notification to Credential Owners of award of individual CLRs to claim and manage.
8. Acceptance workflow for Credential Owners through Parchment Site.
9. Delivery of awarded CLRs through Parchment Site.
10. Tools for sharing links to CLRs through Parchment Site.
11. Hosted individual CLR pages, shared at the discretion of the Credential Owner.
12. Tools for the request of official copies of current CLR to be securely delivered, through the Parchment Receive network, to any third-party via certified PDF with Adobe® Blue Ribbon, or secure print and mail.
13. Configuration of collection of Issuer-specified fees for delivery of official copies of a requester's current CLR.

**DESCRIPTION OF PARCHMENT AWARD: DIGITAL BADGE SERVICES.** If ordered by Member pursuant to a duly executed Agreement, the Parchment Services described as Parchment Award: Digital Badge Services shall enable Member to award digital badges to Credential Owners and enable Credential Owners to access awarded digital badges from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and to optionally print and manually send specified digital badges to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of digital badges, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

1. The Parchment Services shall be provided to Member with the following features and functionality:
2. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
3. Configuration of data inputs and artwork for creation of templates for digital badges.
4. Acceptance of structured data for creation of individual digital badges to be issued to Credential Owners.
5. Creation of cohorts of Credential Owners to receive awarded digital badges in digital only, or digital and print formats.
6. Configuration and scheduling of notification and distribution of awarded digital badges for created cohorts.
7. Review and award of digital badges.
8. Electronic notification to Credential Owners of award of individual digital badges to claim and manage.
9. Acceptance workflow for Credential Owners through Parchment Site.
10. Delivery of awarded digital badges through Parchment Site.
11. Tools for sharing links to digital badges through Parchment Site.
12. Hosted individual digital badge pages, shared at the discretion of the Credential Owner.

BROWARD COLLEGE  
SUPPLEMENT ADDENDUM - GENERAL

**1. Incorporation by Reference.** The District Board of Trustees of Broward College, Florida (“BC”) and the undersigned (“Vendor”) hereby incorporate this Supplemental Addendum - General (“Addendum”) into the Parchment, LLC Agreement between BC and Vendor (the “Agreement”). If this Addendum conflicts with the Agreement’s 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. 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. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. 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.

**3. 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.

**4. 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 shall comport with the Florida Public Records Laws. 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 BC, provide 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 BC.

(d) Upon completion of the Agreement, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to 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 BC, upon request from BC’s custodian of public records, in a format that is compatible with the information technology systems of 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 THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. 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 CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND BE GROUNDS FOR TERMINATION.

**5. 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 sovereign

immunity limits set forth in Section 768.28, Florida Statutes.

**6. Compliance.** In its performance, Vendor shall, at its own expense, at all times in the term, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements; and
- c. Privacy: comply with all applicable state and federal laws and BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). In the event that BC will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI. Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor.

**7. 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.

**8. General Provisions.**

- a. 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.

b. Warranties. Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

c. Marketing. 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.

d. Insurance. BC, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, are adequate to cover Vendor's (or subcontractor's) performance under the Agreement and at BC's request, name BC as additional insured on Vendor's policies. All policies shall be in a form and with deductible limits satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to BC. Vendor's insurance policies shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request.

e. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the Agreement.

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

g. Travel Expenses. If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.

h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. Termination. Upon giving written notice to Vendor at least thirty (30) days' prior to the end of each annual period during the Term, BC may terminate the Agreement, annually, effective at the end of each annual period during the Term, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges. Any prepaid fees are non-refundable.

j. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the Agreement, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

k. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the Agreement; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.

l. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

**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: Parchment LLC**

By: *Rick Smith*  
 Name: Rick Smith  
 Title: CFO  
 Date: 10 / 19 / 2022





# Scope of Implementation

Broward College

## Badging Services (Digital)





## 1. Preamble

This Scope of Implementation (SOI) defines the implementation of the services defined in the Parchment Order Form and Exhibit A Scope of Work. All statements of fact contained in this SOI are subject to the terms and conditions set forth in those documents.

## 2. General Description

Parchment LLC offers a credential management platform. Customer (herein referred to as Member) has contracted Parchment to subscribe to the Parchment Award Badging service through the Parchment exchange platform and provide services for said service. This implementation of the Parchment Award Badging service is designed to enable the member to issue digital credentials to its learners.

## 3. Project Scope and Requirements

The scope of this project includes implementation of the Parchment platform including the specifics noted below:

### Digital Badging

- Member to provide a PDF of Credential artwork during Welcome Kit stage. The PDF cannot be a scanned copy. The PDF must be editable / unsecured.
- Assemble Member-provided artwork for contracted credentials
- Create template to convert learner report data into digital credentials
- Provide sample credentials for review
- Provide an interface to allow the Member to load learner data
- Provide an interface to allow the Member to review and control the issuance of its contracted digital credentials
- Provide an interface to allow the Member to customize the notifications sent to specified learners
- Display institutional brand in emails and landing page
- Deliver credentials to an account on Parchment.com where learners can establish a password for unlimited, future use, choose to share credentials, or download as secure PDF, with a certifying digital signature.
- Provide an interface to view issued credentials by individuals and groups
- Provide an interface to view statistics related to use of issued digital credentials
- An assigned implementation team with a project manager, proven implementation processes, defined timeline and deliverables.

## 4. Implementation Methodology

Parchment Member consultants follow a proven methodology in delivering consulting services engagements that is based on Project Management Institute (PMI) standards. The outcome and value of this methodology is the same for all project types: Parchment and Member will have defined roles and responsibilities during the engagement, and both know what to expect when the project is complete. The methodology for achieving the scope of work considered in this document includes five (5) major stages, which are described below:



Stage	Stage Description & Major Tasks	Work Products & Deliverables
Kickoff	The purpose of the work in this initial phase is to create the framework for the project ahead. Completion of the Welcome Kit provides the information needed for the Parchment team to configure the Member's Credential.	<ul style="list-style-type: none"> <li>Delivered Welcome Kit with sample files</li> <li>Project Team Kickoff Meeting</li> </ul>
Credential Design	The credential is created per the artwork provided. Sample mock-ups are created for member credential design approval. Member provides final roster and production proofs are provided for Member review and approval.	<ul style="list-style-type: none"> <li>Credential design created</li> <li>*Credential Design Acceptance</li> <li>Credential production proofs are created</li> <li>*Production Proofs approved</li> </ul>
Training & Testing	Training is provided by Parchment. Parchment and Member Users conduct testing of the application that has been configured.	<ul style="list-style-type: none"> <li>Training</li> </ul>
Go-Live	Parchment and Member to ensure all tasks, configuration and training is completed. The Member is ready to begin issuing digital credentials.	<ul style="list-style-type: none"> <li>Go Live Acceptance</li> </ul>
Project Wrap Up/Close	During this stage the project is officially transitioned from Member Consulting to Member Development and Support.	<ul style="list-style-type: none"> <li>Transition to AE</li> <li>Project Wrap-Up Email</li> </ul>



## 5. Project Timeline

The following chart illustrates the project duration. The start of the project is dependent upon the Parchment Welcome Kit being completed by the member and verified by Parchment. Once the Welcome Kit is verified the 3 workshops can be scheduled and started.

Workshop	Description and Key Deliverables	Duration	Outcome	Next Step
<b>Project Kickoff</b>	<p>The Parchment team collaborates with the Member team to validate scope and general timeline.</p> <p>The Planning Stage will begin once the collateral required by the Welcome Kit has been delivered and verified.</p>	1 hr	<p>Scope and expectations agreed upon by Member and Parchment project team.</p> <p>Parchment project team is ready to begin Configuration</p>	Parchment team to create artwork templates and provide samples of digital PDF
<b>Training and Testing Workshop</b>	Parchment will walk Member through the standard workflows. Member will practice using the system	0.5 hr	Member competence in using the Parchment Award Badging service.	Parchment provide Production Storefront and Admin site links. Member signoff on Go Live Acceptance
<b>Help Center Training (if applicable)</b>	Training on the Parchment Help Center	0.5 hr	Member will be able to submit help center tickets and be able to navigate the Help Center Site	Project close

### Prior to signing, please answer the questions below:

- Please indicate the date of your expected first Parchment Digital Badging issuance 12 / 16 / 2022
- How often will you be submitting a roster for orders? Quarterly
- For Quarterly and Annually, what months? May, August and December

Please indicate the font names for the fonts used on your credentials (e.g., Wedding Text BT, Theinhardt-Medium, Baskerville, etc):



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**Disclaimer:** The responsibilities and level of effort are based on an average implementation based on historical data. Actual effort may be lower or higher depending on campus business requirements and any unforeseen configuration issues.

By checking this box, you are confirming receipt of this document and sharing with relevant teams associated with the implementation.

Karen Murphy  
Associate Vice President, Academic Affairs/College Registrar

# Signature Certificate

Reference number: AAXCJ-GTMZW-OJOHH-LRNIG

Signer	Timestamp	Signature
<b>Rick Smith</b> Email: legal@parchment.com Sent: 19 Oct 2022 13:30:27 UTC Viewed: 19 Oct 2022 14:10:36 UTC Signed: 19 Oct 2022 14:11:03 UTC		
<b>Recipient Verification:</b> ✓ Email verified	19 Oct 2022 14:10:36 UTC	IP address: 174.72.96.116 Location: Scottsdale, United States

Document completed by all parties on:  
19 Oct 2022 14:11:03 UTC

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