



Stephen F. Austin State University

Procurement and Property Services
Nacogdoches, Texas 75962-3030
Phone (936) 468-2206 * Fax (936) 468-4282

Page 1

PO Number: **B1800123**

PO Date: **03/06/18**

Delivery Date: **03/05/23**

Supplier:

Oracle America Inc
500 Oracle Pkwy
Redwood City CA 94065-1677

**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

joneskk2@sfasu.edu

Send Billing Invoice to:

Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable

Ship to:

Beverly Smith
Vice Pres Finance
Austin Bldg 316
2102 Alumni Dr
SFA Box 6108

Nacogdoches TX 75962

Terms: Net 30

FOB: Not Applicable

**PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
	EXEMPT POLICY 17.1 - Direct Publications ----- BOARD APPROVAL - January 2018 Budget and Financial Forecasting System President authorized to sign associated contracts and purchase orders. Funding Source: Designated ----- DIR #TSO-2539 ----- In accordance with iContracts #529159 ----- RE: R0064158 ----- 4/20/2018 - UPDATE ITEM TEXT AND CORRECT U/M,			

Purchaser: Kim Jones

(936) 468-6551

ADDITIONAL CHARGE:

DISCOUNT/TRADE-IN:

TOTAL: CONTINUED

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

STEPHEN F. AUSTIN STATE UNIVERSITY

Purchasing Officer

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1	<p>QTY, AND UNIT PRICE IN LINES #1 - #4 TO REFLECT THE WAY ORACLE WILL BILL SFASU ---- 4/24/2018 - UPDATE DOCUMENT TEXT ---- 5/1/2018 - UPDATE COMMODITY CODE IN LINES #1 - #4</p> <p>000P20911C SOFTWARE - HOSTED OFF-SITE</p> <p>B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User; Qty of 10 for 60 mo. ---- Billed quarterly in arrears for 5 years: Billing Years 1 - 5</p>	20.00 QTR	2,700.0000	54,000.00

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2	<p>Contract effective date: 03/06/2018 Installation date of software: Contract term: 03/06/2018 - 03/05/2023</p> <p>----- This PO is for the period:</p> <p>000P20911C SOFTWARE - HOSTED OFF-SITE</p> <p>B86759 - Oracle Financial Statement Planning - Hosted Name User; Qty of 10 for 60 mo.</p> <p>----- Billed quarterly in arrears for 5 years: Billing Years 1 - 5</p>	20.00 QTR	1,560.0000	31,200.00

Purchaser: Kim Jones

(936) 468-6551

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DISCOUNT/TRADE-IN:

TOTAL: CONTINUED

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3	----- Contract effective date: 03/06/2018 Installation date of software: Contract term: 03/06/2018 - 03/05/2023 ----- This PO is for the period: 000P20911C SOFTWARE - HOSTED OFF-SITE B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User; Qty of 5 for 48 mo. ----- Billed quarterly in arrears for 4 years: Billing Years 2 - 5	16.00 QTR	1,350.0000	21,600.00

Purchaser: Kim Jones

(936) 468-6551

ADDITIONAL CHARGE:

DISCOUNT/TRADE-IN:

TOTAL: CONTINUED

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Terms: Net 30**FOB:** Not Applicable

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Purchaser: Kim Jones

(936) 468-6551

ADDITIONAL CHARGE:**DISCOUNT/TRADE-IN:****TOTAL: CONTINUED**

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Purchaser: Kim Jones

(936) 468-6551

ADDITIONAL CHARGE: .00

DISCOUNT/TRADE-IN: .00

TOTAL: 123,000.00

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Statement of Work

Oracle Planning and Budgeting Cloud Services Implementation

THIS STATEMENT OF WORK (SOW) is entered as of January 15, 2018 by and between Huron Consulting Services LLC ("Huron", "we", "us", or "our") and Stephen F. Austin State University ("SFASU", "Client", "you", or "your"). The Parties hereto acknowledge that they are entering this Statement of Work pursuant to the provisions of the MASTER SERVICES AGREEMENT (the "Agreement or MSA") dated as of February 7, 2018 by and between the Parties.

- WHEREAS, Client desires to obtain certain services from Huron from time to time; and
- WHEREAS, Huron desires to provide such services to Client on the terms set forth below; and
- FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Huron and Client agree as follows

Subject to the terms of the MASTER SERVICES AGREEMENT (MSA), Huron shall provide to the Client the following services pursuant to this agreement. Huron Consulting Services is a registered State of Texas DIR vendor. Our vendor number is 10106661142.

Description of Services

Stephen F. Austin State University would like implement a planning and forecasting solution using Oracle Planning and Budgeting Cloud Services with Strategic Modeling. Huron will perform the following services:

- Configure a solution using Oracle's Planning and Budgeting Cloud Services (PBCS) that will support the basic consolidated operational budgeting process for the Budget Office only.
- Configure a solution using the Strategic Modeling Module of Oracle's Planning and Budgeting Cloud Services (PBCS) that will support the University's Long-Range Forecasting Model that will be used by the Budget Office only.

In Scope Services and Project Approach

IN SCOPE SERVICES

BASIC OPERATIONAL BUDGETING

Timeframe: 9 Weeks

SCOPE & DELIVERABLES	TIMEFRAME
Initiate, Requirements and Design	3 weeks

SCOPE & DELIVERABLES	TIMEFRAME
Requirements Traceability Matrix for Annual Operational Budgeting One Design Review Session Project Plan and Part-time Project Management Design Document for Annual Operational Budgeting	
Build	4 Weeks
Enable and Configure a PBCS Application with One Plan Type (Financial Statement or Custom) to Include: <ul style="list-style-type: none"> Dimensions <ul style="list-style-type: none"> Standard Dimensions (Scenario, Version, Years, Periods) Accounts One Entity Dimension (I.e. Department) Two Custom Dimension (I.e. Fund) Data Load, Aggregation & Calculations <ul style="list-style-type: none"> Actual Data Load (Current Year and Prior Year) Budget Data Load (Current Year and Prior Year) Data Export Data Validation Support Two Calculations Data Entry Forms <ul style="list-style-type: none"> One Global Drivers Input One Budget Input One Forecasting Input One Variance Reporting One Navigation Flow Up to 4 Custom Reports Metadata Synchronization Between PBCS and Banner Financials Application Data Integration Between PBCS and Banner Financials Application Security Matrix, Security Configuration and Single Sign On (SSO) Two Build Review Sessions	
Test	1 week
User Acceptance Testing (UAT) Test Script Templates	
Deploy & Close	1 week
Application Guides <ul style="list-style-type: none"> Customized PBCS Administrator's Guide Customized PBCS Process Guide Customized PBCS Users' Guide 	

SCOPE & DELIVERABLES	TIMEFRAME
Knowledge Transfer & Application Training <ul style="list-style-type: none"> • Admin Knowledge Transfer • Two Train the Trainer Session(s) 	

STRATEGIC MODELING AND LONG-RANGE FORECASTING

Timeframe: 13 Weeks

SCOPE & DELIVERABLES	TIMEFRAME
Initiate, Requirements and Design	4 weeks
Requirements Traceability Matrix for Strategic Modeling and Long-Range Forecasting One Design Review Session Project Plan and Part-time Project Management Design Document	
Build	6 Weeks
Enable and Configure the Strategic Modeling PBCS Application Module Driver-Based Modeling Components to Support <ul style="list-style-type: none"> • Tuition & Fee Net Revenue Modeling • State Appropriations • Compensation Expenses • Auxiliary Expense and Revenue • Debt • Capital Projects Key Calculated Outputs <ul style="list-style-type: none"> • GAAP Statement of Activities • GAAP Financial Position • GAAP Statement of Cash Flow • Credit Rating Agency Ratios (Moody's) • Composite Financial Index • Up to 10 Custom Institution Specific KPIs Reports <ul style="list-style-type: none"> • 7 Standard Higher Education Reports • Up to 3 Custom Reports Data <ul style="list-style-type: none"> • Up to 3 Years of History • 10 Years of forecasts • One Consolidated Entity 	

SCOPE & DELIVERABLES	TIMEFRAME
Data Integration <ul style="list-style-type: none"> • Integration with Banner Financials for Actuals • Integration of Annual Budget to Long Range Plan • Integration of Long Range Plan to Budget Security Matrix, Security Configuration and Single Sign On (SSO) Two Build Review Sessions	
Test	2 weeks
User Acceptance Testing (UAT) Test Script Templates	
Deploy & Close	1 week
Application Guides <ul style="list-style-type: none"> • Customized PBCS Administrator's Guide • Customized PBCS Process Guide • Customized PBCS Users' Guide Knowledge Transfer & Application Training <ul style="list-style-type: none"> • Admin Knowledge Transfer • Two Train the Trainer Session(s) 	

PROJECT APPORACH

INITIATE

The first objective of the first phase, Initiate, is to finalize the scope of the project, as well as establish and execute the administrative and organizational steps necessary for launch. In addition, Huron will work with the University to determine the order of implementation for the two projects based the University's needs and best practices in Higher Education. This phase sets the foundation for the project by creating the project charter and project scope, as well as defining guidelines, change control process, standards, and templates for project documentation, and communication of information about the project throughout the organization. In addition to the core project team, the project sponsors, steering committees, advisory and focus groups are identified and established. This phase sets the tone for positive team dynamics and gathers information about current organizational culture to develop an effective teaming environment across the University and Huron. The Huron Project Team will work with the University Project Manager to define roles and responsibilities as it relates to key project tasks, such as maintaining and updating the project plan.

Key Deliverables:

- Onboarding
- Kick-off meeting

- Create Solution Project Plan (MS Projects or Smartsheet)
- Risk Analysis
- Budget Planning
- Set up collaboration tool

REQUIREMENTS

Huron will conduct requirements sessions in which we will gather and validate business requirements for the solution. We will integrate our knowledge and experience in Higher Education during these sessions to recommend best practices. This validation can take the form of workshops, one-on-one meetings, and documented materials (e.g., Excel workbooks, MS Word documents). Also integral is obtaining an understanding of the University's current state environment and desired future state requirements. If the University has any current state process flows, these are collected during this phase. During this phase, we also focus on establishing the development environment.

We will review and synthesize the information that has been gathered into the Requirements Traceability Matrix (RTM), which will be the major deliverable in this phase. We will ensure the needs of users have been clearly defined, and that the requirements best meet those needs. The Requirements Traceability Matrix (RTM) will include all requirements relevant to the solution, regardless of what will eventually be determined to be in scope or out of scope. This step will be followed by a gap analysis between the RTM and the SOW. Once the gap has been identified, there will be discussions on in-scope and out-of-scope items. Once Huron and the University reach an agreement on the scope, the Requirements Traceability Matrix will be signed off by the appropriate parties at the University. Out-of-scope requirements will be separately recorded to be considered in future phases. The requirement traceability matrix will also be used to track the requirements throughout the other phases of the project to ensure successful development, testing and deployment of these requirements. In this phase, we will also confirm the functionality to be built to support Basic Operational Budgeting and Long-Range Forecasting. During this time, the Project Team may identify items and/or circumstances which may impact the original estimate prepared. The project team will review these items with the Executive Steering Committee to determine the impact on the timeline and budget.

Key Deliverables:

- Requirements Traceability Matrix
- Establish development environment
- Confirmed Roll-out Approach and Timeline

DESIGN

This phase's one main objective is to create a design that includes business requirements, best practices, project constraints and balances flexibility with complexity.

After the requirements for the solution have been finalized and the system functionality has been validated, these details will be analyzed and translated into a detailed Design Document. In this document, finalized business requirements will be mapped to future state processes. It will contain the information needed to begin building the solution and provide details illustrating the conceptual model which will include data flows from source systems, final reports to be developed, a detailed listing of all business rules to be developed, a list of all input templates (including purpose), as well as integration points within the solution. Our accelerator templates will be used as the basis for the design and extended to support the agreed upon University requirements.

The Design Document also translates the requirements into physical solution components and provides technical details for how the functional design will be configured. In this phase, we will also determine what additional configurations will be needed to the accelerator templates to achieve the in-scope requirements within the approved timeline and budget. Any changes that require an effort that will exceed the timeline and/or established budget will be presented to the Executive Steering Committee for approval.

This Design Document is critical to ensure the solution addresses all of the requirements deemed to be in scope for this phase. The design will mainly focus on current needs but will also have provisions for future needs. In other words, it will be a complete solution for the organization with consideration given to any potential staggered deployment approach. Since the Design Document determines the scope, the project team will ask for business and technical signoff. From there on, this document will be locked. Any change requests will be addressed by the Executive Steering Committee.

The final version of the Design Document will include the final design of the solution as of go-live including technical architecture design details on software. The final version of the document will be delivered in the Close phase of the project.

Key Deliverables:

- Functional and Technical Design Document
- Development backlog
- Test Strategy

BUILD

After the solution has been designed and we have sign-off on the solution design, development can begin. The University team members will be involved in the development process as the solution evolves, and have access for testing purposes.

During development, changes to the design are controlled to eliminate out of control scope expansion. Any changes in requirements or scope will be handled via the Change Control process that will be defined in the Initiate phase.

Throughout development, the functional and technical resources reconvene via Build Review Sessions (BRS) to review a snapshot of the progress to ensure that the solution is still in line with the original concept. The solution is presented and reviewed to ensure that all participants feel it meets their expectations in terms of functionality and design. Enhancement suggestions are discussed and evaluated, resulting in a list of modifications that will be evaluated for development relative to project scope.

In addition, the University will begin development of the required Test Scripts required to adequately test the solution.

Key Deliverables:

- Build PBCS Application
- Conduct Unit Testing
- Configure Solution Ready for User Acceptance Testing
- Knowledge Transfer

TEST

The objective of the Test phase is to test the solution from multiple perspectives in order to help ensure that the solution will perform as required when used by the end-user community. As testing is only valuable when results are collected and compiled, this phase also includes distinct streams and associated collateral. The scope of the Testing phase will include the following distinct testing streams: (1) System Testing, (2) User Acceptance Testing and (3) Parallel Testing if needed. Testing will provide assurance of the applications' readiness for production status. The University will manage the UAT process and Huron will support the resolution of any defects found during the testing.

To prepare for testing, during the Build phase, the University project team prepares test cases and test scripts. Huron will prepare documentation and conduct end user and administrator training prior to testing.

After testing, a UAT sign-off by the University will be required. If required, updates will be made to the Design Document to reflect the finalized application design.

Key Deliverables:

- UAT Documentation and Training
- System Test Results
- User Acceptance Test Results
- Deployment Plan and Checklist
- Go Live Decision

DEPLOY & CLOSE

During the Deploy and Close Phases, the final tested and validated application is migrated to the production environment. Data is updated and reconciled from Banner. Security is set up in the production environment and instructions and documentation are distributed to end users. A transition plan to transfer SFASU users to PBCS is executed. Trainers are trained and users begin working in the system. The Huron project team transitions primary support responsibility to the SFASU team.

Key Deliverables:

- Solution in Production
- Go-live
- Train the Trainer and Completion of Knowledge Transfer
- Deliver System Administration Guide
- Deliver Final Design Document
- Project Closure Report
- Project Review with University

Project Assumptions

- The Strategic Modeling and Financial Statement modules of Oracle Planning and Budgeting Cloud Services will be the only modules implemented for this Statement of Work.
- Huron will use predefined accelerator templates that will be configured based on the University's dimensionality structure which will be defined during the Requirements Phases of the projects.
- Huron resources will work remotely for the entire project.
- Huron assumes that University staff will provide Huron with the necessary functional and technical information to aid in developing the solution.
- The University will designate a resource to serve as a System Administrator to be available to work throughout the project.
- The University will provide a Project Manager.
- The University will provide subject matter and technical expert resources to assist during the project.
- Huron will provide training to the core delivery team and whereby, the core delivery team will then in turn train the extended user community.
- Knowledge transfer will be provided to the System Administrator(s) throughout the project lifecycle.
- All training and knowledge transfer will be provided remotely.
- Huron assumes that the University has defined processes in place for operational annual budgeting and long-range forecasting. Huron will provide guidance on best practices implementing these processes in the chosen technology.
- The University will complete the pre-engagement assignments and work prior to the start of the project.
 - Samples of identified calculations/methodology that are expected to be implemented in the solution must be provided in an Excel format.
 - All source systems to be used to supply data to the applications must be identified.
 - University will identify the dimensionality (Chart of Account Segments) and hierarchy structure that will be used for the solution. Huron will provide worksheets that include samples of best practices in Higher Education to aid University in this process.
- The University resources are required to functionally test all calculations during development as needed.
- The University is responsible for all data validations and data validations must be completed in the required time in order to ensure the on-time delivery of the solution.
- The University will be responsible for creating all test scripts and managing the UAT. Huron will manage the resolution of defects and issues resulting from UAT.
- The University will provide source system resources to identify metadata and data and assist with creating views or staging metadata and data to be integrated into the application.
- The delivered PBCS Data Management and/or Import/Export functionality will be used to manage metadata imports and data imports and exports for the Operational Budgeting application. The Excel import and export process will be used for the Long-Range Planning application.
- Data and metadata will be imported from Banner Financials.
- The University is responsible for the quality of all source system data.
- Huron will provide knowledge transfer on security and will assist the University in setting up and configuring security, including Single Sign On. The delivered PBCS configuration process will be used to enable SSO.
- The solution will include budget, actuals and forecast scenarios. The forecast scenario will be populated with a combination of actual data from closed periods and budget data from open periods and will have the same business rules as budget.
- Both projects will be configured to support only the Budget Office users.
- The successful delivery of our services and the fees charged are dependent upon your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions listed above, and timely decisions and approvals

by your management. You will be responsible for any delays, additional costs, or other liabilities caused by any deficiencies in the assumptions or with carrying out your responsibilities. All phases must be completed within the timeframes stated above.

Project Resources, Fees, and Expenses

PROJECT RESOURCES

HURON PROJECT RESOURCES

The following table details expected Huron resources involvement for this project. The team that will be assigned will have Higher Education industry knowledge and experience implementing Oracle PBCS. Availability and confirmation of specific Huron Resources are dependent upon the confirmed project start date. Wayland Ng, Director will serve as the Engagement & Quality Assurance Lead for this project.

ROLE	RESPONSIBILITY
Engagement & Quality Assurance Lead	<ul style="list-style-type: none"> • Responsible for overall delivery of the project • Develop the vision and architecture of the solution with the University • Ensures appropriate resources are allocated to the project • Reviews and quality checks all deliverables and approach documents • Reviews and approves architecture design and approach
Design & Build Lead	<ul style="list-style-type: none"> • Conducts and leads requirements and design sessions • Finalizes Requirements Matrix • Oversees the successful translation of requirements to system design • Leads Design Review Sessions • Oversees the successful translation of design to system build • Manages Build Consultant • Lead Build Review Sessions and UAT
Developer	<ul style="list-style-type: none"> • Responsible for configuring application and building application assets <ul style="list-style-type: none"> ○ Forms ○ Reports and Dashboards ○ Calculations and Business Rules ○ Navigation Flows ○ Build Data and Metadata Integrations in PBCS • Assist with Build Review Sessions and UAT • Assist with system and training document creation • Assist with conducting training sessions

ROLE

RESPONSIBILITY

- Responsible for UAT defect fixes

SFASU PROJECT RESOURCES

ROLE TIME COMMITMENT

RESPONSIBILITIES

KEY POINTS OF INVOLVEMENT

Executive
Sponsor(s)

10%

- Review and approve key budgeting and forecasting requirements
- Resolve project issues
- Attend Steering Committee meetings and key presentations/demos throughout the project

Executive Sponsor(s) will often be more involved during key milestones throughout the project. Examples:

- Steering Committee meetings

We recommend at least monthly one-hour steering committee meetings during which project updates are provided to the Executive Sponsor(s).

- Sign-Off and Closure of Requirements and Design Phases

After the requirements and design documents are completed and reviewed by the core project team, Executive Sponsor(s) review the final deliverables to provide feedback and suggestions prior to phase completion. The review and feedback session typically run for half a day.

- Presentation and Demos

We recommend providing demos throughout the engagement to keep the Executive Sponsor(s) engaged and apprised of development efforts. Therefore, we recommend demos during the Design and Build, at the end of the Test Phase, and as part of the Deploy & Close Phase. These demos and presentations are generally completed in two hours, which equates to six hours in total.

Project
Manager
85%

- Work closely with Huron leadership to manage day-to-day project operations
- Obtain project resources, resolve scope issues, communicate project status

The Project Manager will be involved in each phase of the engagement, managing day-to-day project operations alongside the Huron project manager. The Project Manager will need to be available full-time throughout the project and will lead weekly status meetings and Steering Committee meetings. In addition, the Project Manager will attend core workshops, including requirements, design, and build review sessions to review the prototype, user testing workshops, and final training.

ROLE TIME COMMITMENT	RESPONSIBILITIES	KEY POINTS OF INVOLVEMENT
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**Core Project
Team
Functional and
Technical
Leads
50%**

- Develop and maintain project plans
- Attend core workshops and meetings throughout the project

- Lead the identification of key requirements
- Provide input on solution requirements and clarify impact of changes to the current operating environment
- Assist with functionality design and high-level process flows
- Perform Data tie-out/validation
- Assist with development activities
- Assist with metadata and data integration
- Assist with system testing/UAT
- Support and resolve network, hardware, or software issues
- Assist with deployment of application

The Core Functional Team Lead(s) will have partial involvement during key milestones throughout the project and will participate in strategic workshops. These resources should include representation across the University.

- **Design Workshops**

Power Users will attend relevant solution design workshops to provide input and feedback. Workshops typically run for three or four hours.

- **Build Review Sessions**

These sessions provide Functional Leads with a demo of the current application development, keeping Leads engaged and able to provide real time feedback. Build Review Sessions are held during the Build Phase of the project and take no more than two hours.

- **Testing Workshops**

Functional Leads will be more heavily involved during testing workshops to help test the system and processes. UAT workshops can last a full week during the Test Phase.

The Technical Lead(s) will be more involved during the following Phases:

- **Design:** The Technical Lead is expected to collaborate on the integration design
- **Build:** The Technical Lead will be heavily involved in the extract, transform, and load (ETL) process for metadata and data, as well as making modifications to the process based on the validation process.
- **Test:** The Technical Lead will be needed part-time to support issues identified during the functional testing process.

ROLE TIME COMMITMENT	RESPONSIBILITIES	KEY POINTS OF INVOLVEMENT
System Administrator 80-90%	<ul style="list-style-type: none"> Assist with project activities (design, build, test, and deployment) Learn system functionality and processes necessary to support the functional and technical solution post go-live Provide system support ongoing post go-live 	System Administrator(s) will be heavily involved throughout, taking part in the same activities as the Functional Lead(s). In addition, System Administrator(s) will dedicate additional time to hands-on development training in an effort to ensure the University has the requisite knowledge to be self-sufficient after go-live.
Power Users 15%	<ul style="list-style-type: none"> Participate in key design, model review, and testing workshops 	<p>Power Users will be invited to the same core workshops as the Functional Lead(s), however, Power User participation will be focused on the final workshops.</p> <ul style="list-style-type: none"> Design Workshops Power Users will participate in two days of workshops to review the draft design document. Build Review Sessions Power Users will attend at least one Build Review Session held toward the end of the Build Phase. Testing Workshops Power Users will be involved in end user testing conducted as part of the Test Phase.
End Users 0-5%	<ul style="list-style-type: none"> Utilize implemented technology and provide user feedback 	End Users will be involved in surveys and communications to assess readiness throughout the project. They will become more involved during the rollout and Deploy & Close Phase. End users will attend fundamental training workshops and use the system for budgeting and reporting.

PROFESSIONAL FEES

Considering the anticipated scope, duration, staffing requirements, and our strong desire to partner with Stephen F. Austin State University, our professional fees for this engagement are listed below. Our professional fees reflect a fixed fee structure and will be billed based on schedule below.

Basic Operational Budgeting

Professional Fees	\$103,400
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Strategic Modeling and Long-Range Forecasting

Professional Fees	\$150,800
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Any work or deliverables approved to be conducted outside of the scope of this SOW will be charged on an hourly basis based on the rate schedule below. Hours will be billed as incurred on a monthly basis.

Resource Hourly Rate

Resource	Rate
Engagement Lead/ QA	\$275
Design & Build Lead	\$225
Developer	\$150

EXPENSES

All work will be performed remotely and therefore no expenses are expected to be incurred. If SFASU requires Huron resources to be onsite for any part of this project, Huron will bill the University for out-of-pocket expenses (including transportation, lodging, communications, supplies, copying, etc.) as incurred. Expenses will be held to reasonable limits. We agree to comply with the University's Travel Policies and Procedures and Business Expense Policies and Procedures which will be provided to Huron in writing prior to the start of the engagement.

BILLING

We will bill based on the schedule below and invoices are due within thirty (30) days from receipt. We reserve the right to suspend further services until payment is received on past due invoices, in which event we will not be liable for any resulting loss, damages or expense connected with such suspension.

Billing Schedule

Basic Operational Budgeting

Payment	Invoice Date	Professional Fee Payment
1 st	End of Project Week 1	\$51,700
2 nd and Final Payment	End of Project Week 4	\$51,700

Strategic Modeling and Long-Range Forecasting

Payment	Invoice Date	Professional Fee Payment
1 st	End of Project Week 1	\$50,267
2 nd	End of Project Week 4	\$50,267
3 rd and Final Payment	End of Project Week 8	\$50,266

We understand that invoices for this Statement of Work should be sent to:

Name:		Title:	
Email:		Phone:	
Address:			
City:	State:	Zip:	

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Statement of Work and agree to its terms and conditions.

HURON CONSULTING SERVICES, LLC

Signed By:

David Felsenthal

Print Name: David Felsenthal

Title: Managing Director, Enterprise Services & Analytics

Date:

3-14-18

STEPHEN F. AUSTIN STATE UNIVERSITY

Signed By:

Baker Pothello

Print Name:

Baker Pothello

Title:

President

Date:

2-20-18

STANDARD CONTRACT ADDENDUM

529152

This Standard Contract Addendum ("Addendum") is between Stephen F. Austin State University ("University") and the party represented in the signature block below ("Contracting Party") and is incorporated by reference into the attached Agreement and all addendums, attachments, and exhibits thereto, numbered iContracts #529152, between University and Contracting Party (the "Agreement"). Notwithstanding anything in the Agreement to the contrary, if there is any conflict or contradiction between the provisions of the Agreement and those in this Addendum, this Addendum will control and supersede all conflicting provisions, and Contracting Party waives any claim to the contrary.

1. Payment Terms. Payment terms for amounts due from University to Contracting Party under the Agreement (including but not limited to due dates, late fees, and interest) are governed by Chapter 2251 of the Texas Government Code. University is not responsible for the payment of collection costs or attorney's fees unless explicitly required by law.
2. Representations and Warranties by Contracting Party. If Contracting Party is a corporation, limited liability company, or any other entity organized and existing under state law, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contracting Party has been duly authorized to act for and bind Contracting Party.
3. Tax Certification. If Contracting Party is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contracting Party certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contracting Party is exempt from the payment of those taxes, or that Contracting Party is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
4. Eligibility to Receive Payment. In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contracting Party certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.
5. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
6. Conflict of Interest. Contracting Party and each person signing on behalf of Contracting Party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of University's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by University, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreements relates, or in any of the profits, real or potential, thereof.
7. Products and Materials Produced in Texas. If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Contracting Party will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
8. Tax Exemption. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.
9. Travel Expenses. If the Agreement requires University to reimburse Contracting Party for travel expenses, Contracting Party shall invoice all requests for reimbursement in accordance with the State

of Texas travel, meal and lodging reimbursement guidelines and limitations applicable to State of Texas employees.

10. Delivery, Title, and Risk of Loss. All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the goods or work prior to University's acceptance, such loss or damage will be Contracting Party's responsibility. Unless otherwise agreed to in writing, Contracting Party shall arrange and pay for all shipping charges, transit insurance, taxes, and custom charges and any fees and duties in connection with shipment of goods. Delivery of any goods to University pursuant to the Agreement must be FOB destination. Contracting Party shall hold title to and risk of loss of goods under the Agreement, including during tender to carrier until final delivery to University, at which time title and risk of loss and damage to goods shall transfer to University.
11. Insurance. University is insured for general liability insurance under a statewide program managed by the Texas State Office of Risk Management. Such insurance will satisfy any University insurance obligations in the Agreement, regardless of the type of coverage required. For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contracting Party will enter property owned or controlled by the University, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 per accident and per employee; and (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk all-risk coverage ending at final completion in the amount of the construction cost, including protection against named windstorm and flood. Risk of loss of any portion of the Project shall remain with Contracting Party unless and until such portion of the Project passes into the exclusive possession and control of University. All policies must contain a waiver of subrogation against University. Comprehensive General Liability and Commercial Automobile Liability policies must name University as Additional Insured and must include an endorsement to the policy that expressly extends coverage to University as an Additional Insured. All policies required to be maintained by Contracting Party under this Agreement shall be primary and noncontributory to any other insurance, self-insurance, or risk pooling arrangement maintained by University. Contracting Party shall provide University Certificates of Insurance evidencing these insurance requirements prior to the start of work. Insurance policies will not be cancelled or altered until after sixty (60) days' unconditional written notice to University. In accordance with Texas state law, University shall not name any individual or entity as Additional Insured on a University insurance policy.
12. Indemnification. CONTRACTING PARTY SHALL INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THE AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTING PARTY, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.
13. Subcontracts. If Contracting Party subcontracts any of the work set forth in the Agreement, Contracting Party shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of the Agreement and this Addendum. Contracting Party will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.
14. Assignment. Contracting Party shall not assign any of its rights under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of University. Contracting Party shall not delegate any performance under this Agreement, except with the prior written consent of University. Any purported assignment of rights or delegation of performance in violation of this provision is null and void.
15. Access by Individuals with Disabilities. To the extent Contracting Party is providing Electronic Information Resources, as described herein, to University, Contracting Party represents and warrants that the electronic and information resources, as defined by Texas law, and all associated information,

documentation and support that it provides to University under the Agreement ("Electronic and information Resources (EIR) Accessibility Warranty"; collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapters 206 and 213 of the Texas Administrative Code. University may review, test, evaluate and monitor Contracting Party's EIRs for compliance with the EIR Accessibility Warranty. Contracting Party agrees to cooperate fully and provide University timely access to EIRs and other items and information needed to conduct such review, evaluation, testing and monitoring. Neither the review, testing (including acceptance testing), evaluation, or monitoring of any EIR, nor the absence of such review, testing, evaluation, or monitoring will result in a waiver of the University's right to contest the Contracting Party's assertion of compliance with the EIR Accessibility Warranty. To the extent Contracting Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contracting Party represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event Contracting Party fails or is unable to do so, then University may terminate the Agreement and Contracting Party will refund to University all amounts University has paid under the Agreement during the time Contracting Party was out of compliance with the EIR Accessibility Warranty within thirty (30) days after the termination date.

16. Other Agreements. This Agreement and Addendum is the entire agreement between University (including University's employees) and Contracting Party. Contracting Party may enter into terms of use agreements, end user license agreements ("EULA"), shrink-wrap provisions, or other agreements or understandings with users of a site or software who are not University's employees. University shall not be liable for the actions of the users of any application, site or services, other than University's employees and to the extent permitted herein. In the event that Contracting Party enters into terms of use agreements, terms of services agreements, EULA, shrink-wrap, click-through or other agreements or understandings, whether verbal or in writing, with University's employees, such as by requiring the employee to click an on screen indicator indicating "I accept" before allowing the user to access the application, site or service, such agreements shall be null, void and without effect, and the terms of the Agreement and this Addendum shall apply. Contracting Party acknowledges and agrees that no University employee other than its President has the authority to bind University in contract. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contracting Party's website unless such terms and conditions are set forth in the Agreement. Contracting Party may not unilaterally change any term or condition of the Agreement.
17. Termination for Convenience. University may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contracting Party. University will only be liable for payment for Services received prior to the effective date of such termination.
18. Loss of Funding. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contracting Party and University may terminate the Agreement without further duty or obligation hereunder. Contracting Party acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
19. State Auditor's Office. Contracting Party understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), *Texas Education Code*. Contracting Party agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contracting Party will include this provision in all contracts with permitted subcontractors.
20. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES,

REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

21. Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of the Agreement between University and Contracting Party, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to University beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.
22. Access to Public Information. Contracting Party is required to make any information created or exchanged with University pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to University. Contracting Party acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
23. Confidentiality. During the course of the work and/or services to be provided under this Agreement and for a period of five (5) years thereafter, Contracting Party may come in contact with confidential information of University. Contracting Party agrees to treat as confidential the information or knowledge that becomes known to Contracting Party during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by University. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contracting Party shall promptly notify University of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to University all confidential information in Contracting Party's possession or control. Contracting Party shall further comply with all University information security policies that may apply.
24. Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled property, including institutions and entities with whom University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with University's Title IX investigation; and, 3) Cooperate fully with all sanctions that University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and immediate termination of business or contractual relationships.
25. Publicity. Contracting Party shall not use the University's name, logo, service mark, or other likeness in any press release, marketing materials, or other public announcement without receiving University's prior written approval.
26. Compliance. Contracting Party shall observe and abide by all applicable local, state, and federal laws, regulations, and University policies and procedures.
27. U.S. Department of Homeland Security's E-Verify System. By entering into the Agreement, Contracting Party certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the

U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by Contracting Party to perform work pursuant to the Agreement, within the United States of America. Contracting Party shall provide, upon request of University, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Contracting Party, and Contracting Party's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of the University and at no fault to the University, with no prior notification. Contracting Party shall also be responsible for the costs of any re-solicitation that the University must undertake to replace the terminated Agreement.

28. Israel Non-Boycott Verification. Pursuant to Section 2270.002, *Texas Government Code*, Contracting Party hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), *Texas Government Code*.
29. Dispute Resolution: Governing Law. This Agreement and the applicable statute of limitations for any disputes under this Agreement shall be brought in a court of competent jurisdiction in Nacogdoches or Angellina County, Texas and governed by Texas law. To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party that cannot be resolved in the ordinary course of business. The Vice President for Finance & Administration of University shall examine Contracting Party's claim and any counterclaim and negotiate with Contracting Party in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contracting Party, (ii) neither the issuance of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to this contract constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts.

UNIVERSITY

Stephen F. Austin State University

Signature Brian Rathbun
Name Brian Rathbun
Title President
Date 3-5-18

CONTRACTING PARTY

Huron Consulting Services LLC
Party Name
Signature David Felsenstein
Name David Felsenstein
Title Managing Director
Date 3-14-18

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is made this 7 day of February, 2017 between HURON CONSULTING SERVICES LLC, a Delaware limited liability company with an office located at 550 W. Van Buren Street, Chicago, Illinois 60607 ("Huron", "we" or "our") and STEPHEN F. AUSTIN STATE UNIVERSITY, an institution of higher education of the State of Texas with an office located at 1936 North Street, Nacogdoches, TX, 75962 ("Client", "you" or "your").

1. Our Services and Deliverables We will provide the services and furnish the deliverables (the "Services") as specified in one or more Statements of Work (each, an "SOW") signed by both parties and attached hereto, as may be modified from time to time by mutual consent, each of which will incorporate all of the terms and conditions of this MSA as though fully set forth therein. A SOW together with this MSA is referred to as the "Agreement." In the event of a conflict between any term of this MSA and the terms of a SOW, the terms of this MSA shall prevail. Changes to the scope of the Services shall be made only in a writing executed by authorized representatives of both parties. As agreed by the parties in a SOW, Services may be performed by one or more Huron Consulting Group affiliates.

2. Independent Contractor We are an independent contractor and not your employee, agent, joint venturer or partner and will determine the method, details and means of performing our Services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security, payroll and other applicable employee withholdings.

3. Fees and Expenses (a) Our fees and payment terms are set out in the SOW. Those fees do not include taxes and other governmental charges (which will be separately identified in our invoices.) In the event you request that we perform some or all of the Services outside of the United States, we may issue the resulting invoice from a Huron affiliate located in the country where such Services are performed.

(b) You acknowledge that where out-of-town personnel are assigned to any project on a long-term basis (as defined from time to time in the applicable provisions of the Internal Revenue Code and related IRS regulations, and currently defined, under IRC Section 162, as a period of time reasonably expected to be greater than one year), the associated compensatory tax costs applied to out-of-town travel and living expenses also shall be calculated on an individual basis, summarized, and assessed to such personnel. In such cases, the expenses for which you shall reimburse us hereunder shall be deemed to include the estimated incremental compensatory tax costs associated with the out-of-town travel and living expenses of our personnel, including tax gross-ups. We shall use reasonable efforts to limit such expenses.

(c) We reserve the right to suspend Services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.

4. Taxes (a) You will be responsible for and pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with our performance or your receipt of our Services, excluding taxes on our income generally. You will provide us with a copy of your certificate of tax-exemption, if applicable.

(b) If you are required by the laws of any foreign tax jurisdiction to withhold income or profits taxes from our payment, then the amount payable by you upon which the withholding is based shall be paid to us net of such withholding. You shall pay any such withholding to the applicable tax authority. However, if after 120 days of the withholding, you do not provide us with official tax certificates documenting remittance of the taxes, you shall pay to us an amount equal to such withholding. The tax certificates shall be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against our corporation income tax.

5. Confidentiality and Privacy (a) With respect to any information supplied in connection with the Services under a SOW and designated by either of us as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure ("Confidential Information"), the other agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.

(b) Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the disclosing party; provided that the receiving party may retain other archival copies for recordkeeping or quality assurance purposes and receiving party shall make no unauthorized use of such copies.

(c) We agree to use any personally identifiable information and data you provide us only for the purposes of the Services provided under the applicable SOW and as you direct, and we will not be liable for any third-party claims related to such use. You agree to take necessary actions to ensure that you comply with applicable laws relating to privacy and/or data protection, and we are not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

(d) We may also mention your name and provide a general description of the Services in our client lists or marketing materials.

6. Our Deliverables and Your License Upon full and final payment of all amounts due us in connection with the applicable SOW, all right, title and interest in the deliverables set out in the SOW will become your sole and exclusive property, except as set forth below. We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary information, processes, methodologies, know how and software ("Huron Property"), including such information as existed prior to the delivery of our Services and, to the extent such information is of general application, anything which we may discover, create or develop during our provision of Services for you. To the extent our deliverables to you contain Huron Property, upon full and final payment of all amounts due us in connection with the applicable SOW, we grant you a non-exclusive, non-assignable, royalty-free, perpetual license to use it in connection with the deliverables and the subject of the SOW and for no other or further use without our express, prior written consent. If our deliverables are subject to any third party rights in software or intellectual property, we will notify you of such rights. Our deliverables are to be used solely for the purposes intended in the applicable SOW and may not be disclosed, published or used in whole or in part for any other purpose.

7. Your Responsibilities To the extent applicable you will cooperate in providing us with office space, equipment, data, and access to your personnel as necessary to perform the Services. You shall provide reliable, accurate and complete information necessary for us to adequately perform the Services and will promptly notify us of any material changes in any information previously provided. You acknowledge that we are not responsible for independently verifying the truth or accuracy of any information supplied to us by or on behalf of you.

8. Our Warranty We warrant that our Services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within 10 days after the Services are performed or delivered. The notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance..

We do not warrant and are not responsible for any third party products or Services. Your sole and exclusive rights and remedies with respect to any third party products or Services are against the third party vendor and not against us.

THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

9. Liability and Indemnification (a) This engagement is not intended to shift risk normally borne by you to us. To the fullest extent permitted under applicable law, you agree to indemnify and hold us and our personnel, agents and contractors harmless against all costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against us by a third party, including a subpoena or court order, arising from or relating to any Services that you use or disclose, or this engagement generally. This indemnity shall not apply to the extent a claim arises out of our gross negligence or willful misconduct, as finally adjudicated by a finder of fact.

(b) We will not be liable for any special, consequential, incidental, indirect or exemplary damages or loss (nor any lost profits, savings or business opportunity). Further, our liability relating to this engagement will in no event exceed an amount equal to the fees (excluding taxes and expenses) we receive from you for the portion of the engagement giving rise to such liability.

(c) Neither of us will be liable for any delays or failures in performance due to circumstances beyond our reasonable control.

10. Non-Solicitation During the term of this Agreement and for a period of one year following its expiration or termination, you will not directly or indirectly solicit, employ or otherwise engage any of our employees (including former employees) or contractors who were involved in the engagement. *This provision does not apply to employment resulting from a response to a general job vacancy notice or advertisement.*

11. Termination (a) Termination for Convenience. Either Party may terminate this Agreement for convenience at any time on 30 days' prior written notice to the other.

(b) Termination for Breach. Either party may terminate this Agreement for breach if, within 15 days' notice, the breaching party fails to cure a material breach of this Agreement.

(c) To the extent you terminate this Agreement for convenience, you will pay us for all Services rendered, effort expended, expenses incurred, contingent fees (if any), or commitments made by us to the effective date of termination. To the extent you terminate this Agreement for breach, you will pay us for all conforming Services rendered and reasonable expenses incurred by us to the effective date of the termination.

(d) Further, we reserve the right to terminate this Agreement at any time, upon providing written notice to you, if conflicts of interest arise or become known to us that, in our sole judgment, would impair our ability to perform the Services objectively.


(e) The terms of this Agreement which relate to confidentiality, ownership and use, limitations of liability and indemnification, non-solicitation and payment obligations shall survive its expiration or termination.

12. General (a) This MSA together with all Statements of Work, including all their attachments, constitute the entire understanding and agreement between us with respect to the Services described in this MSA and any SOW, supersede all prior oral and written communications between us, and may be amended, modified or changed only in a writing when signed by both parties.

(b) No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(c) We each acknowledge that we may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore,

neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.

 (d) ~~This MSA and any SOW hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflict of law rules. The parties hereto agree that any and all disputes or claims arising out of this MSA or any SOW hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration will be conducted in Chicago, Illinois. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof, and the parties consent and commit themselves to the jurisdiction of the courts of the State of Illinois for purposes of any enforcement of any arbitration award. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.~~

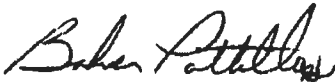
(e) If any portion of this Agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect our mutual intention.

(f) This Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this Agreement.

STEPHEN F. AUSTIN STATE UNIVERSITY

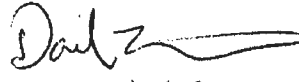
HURON CONSULTING SERVICES LLC

By:



Date: 2-13-18

By:



Date: 3-14-18



Office of the General Counsel

University Standard Contract Addendum is hereby incorporated into this document and all attachments thereto.