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Alumni Outcomes Agreement

This Alumni Outcomes agreement is between University of North Texas of Denton, Texas ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Emsi").

I. Fee

The fee for the agreement is \$50,500.00, invoiced upon contract signature and due within 30 days. Sales tax will be added for non-tax-exempt institutions when applicable.

II. Program Outcomes

A. Program Outcomes Services

User Information

Emsi will provide Licensee with access to Program Outcomes for up to 50 authorized user(s). Data provided in Program Outcomes is based on the results of the Employment Outcome data project below. Authorized users(s) must be employed by Licensee. Emsi will issue each authorized user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared.

Additional Services Provided

The tool includes the following services:

- Technical support via telephone or e-mail

B. License Terms

Emsi Terms of Service Economic Modeling, LLC dba Emsi ("Emsi") provides online SaaS applications that use labor market data to connect and inform people, education, and business. Emsi's applications include Analyst, Developer, Career Coach, Workforce Insight, Alumni Insight, Talent, Staffing, and College Analyst. These Emsi Terms of Service ("ToS") apply to all Emsi's current applications, as well as any applications Emsi develops in the future whether or not they are named here (collectively "Emsi Apps").

License

Licensees of Emsi Apps are granted a non-exclusive, nontransferable, non-assignable limited license to access data (the "Licensed Dataset") through Emsi Apps as follows:

- Unless otherwise stated in a written agreement, login credentials (a username and password) will be issued only to employees of a Licensee ("authorized users"). Login credentials may not be shared. Licensee will not allow access to Emsi Apps by anyone who has not been assigned login credentials by Emsi.
- Licensee and Licensee's authorized users may (i) download elements of the Licensed Dataset using the download tools in Emsi Apps for Licensee's internal use, and may (ii) publish static elements (e.g., tables, charts, graphs) of the Licensed Dataset in work products created by Licensee in the normal course of Licensee's business, either for Licensee or for a third party, provided that Emsi is cited as the source of the data. The citation shall be substantially in the form described in the Knowledge Base article, "How Do I Cite Emsi Data?"
- Licensee may not distribute any part of the Licensed Dataset to a third party in any manner that allows it to be further manipulated for that third party's independent use.
- Neither Licensee nor Licensee's authorized users will attempt to replicate Emsi Apps or the Licensed Dataset in design, content, or functionality.
- If an Emsi App or Licensed Dataset includes access to individual profiles or personally identifiable information ("PII"), Licensee may only publish aggregated data that cannot be used to identify individual persons, and may not under any circumstance publish PII or data that may be manipulated or reverse engineered to create PII.
- Any Licensed Dataset that includes profile data or PII is to be used for research purposes only. No Licensed Dataset may be used to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.

Paragraphs b)(ii) and c) through f) of this License section also apply to the file delivered under Section III(B) of this agreement.

Licensees may contact Emsi for permission to use the Licensed Dataset in a use case not covered by these ToS.

Disclaimers

The reports and forecasts in Emsi Apps and Licensed Datasets are created using proprietary analytical processes applied to data from public, proprietary, and government data sources. Emsi uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in Emsi Apps and Licensed Datasets may differ significantly from actual circumstances or outcomes. In addition, Emsi cannot make any representation of the completeness of data aggregated from any source.

Emsi Apps use global professional profiles built with data posted online by individuals about themselves. Such data comes from over 100 sources including popular sites such as GitHub, Google+, and Stack Exchange, as well as other professional networking sites, talent hubs, blogs, publications, journals, and social networks. Any information obtained from such sources cannot be guaranteed or verified to be accurate or up to date.

Emsi Apps and the Licensed Datasets are provided “as is,” without warranty for a particular purpose or project. Emsi is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on Emsi Apps and the Licensed Datasets and the outcomes of those decisions, including any economic loss.

Licensee is responsible for providing computer equipment that meets the minimum technical requirements for accessing Emsi Apps described at http://www.economicmodeling.com/docs/analyst_technical_requirements.pdf.

Emsi updates and upgrades products and services periodically. Emsi is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to Licensee. Emsi may update these ToS at any time without prior notice. Substantial changes to these ToS will be presented to authorized users at their next login after the changes are posted. Authorized users are required to read and agree to these ToS as a condition of using Emsi Apps and Licensed Datasets.

For answers to questions about Emsi Apps, Licensed Datasets, or these ToS, go to Emsi’s online Knowledge Base, use Emsi’s online Get In Touch contact form, or contact your Emsi customer service representative by email or at 208-883-3500.

III. Alumni Outcomes Data

A. Scope of Work

The timeframe for this project will be 5 weeks.

Individual alumni profile records will be matched to Licensee student records. The Alumni Employment Outcome Data will be delivered according to the following schedule, however, all phases require timely feedback from the Licensee to remain within the stated timeline.

Data collection and review phase (week one): Within five business days of contract signature Licensee will provide Emsi with past student records to match against with the following variables: First name, Middle name, Last name, Birth year, Gender, Email(s), Phone(s), Mailing address(es), Zip code (s), Program name (if any), Degree (Associate, certificate, etc.), Graduation year, Last year enrolled in program, Campus name (if Licensee includes multiple institutions), and Classification of Instructional Program (CIP) Code (optional).

Data delivery phase (weeks two, three, and four): Within fifteen business days of Emsi’s satisfactory receipt of past student records, Emsi will deliver the matched records file and an analysis file to Licensee.

Web delivery phase (week five): Within five business days of Emsi delivering the data and analysis files, Emsi will deliver the non-personally identifiable portion of the matched records to Licensee via the Program Outcomes web site, where it will remain for two (2) years from the delivery date. Emsi will destroy the student information shared by Licensee within 30 days of Licensee’s confirmation of satisfactory delivery of the matched record file.

B. Deliverables

Emsi will deliver the Licensee's matched employment records via a Microsoft Excel file. For each matched record, Emsi will provide any available data including, but not limited to: Current and previous employers, Current and previous job titles, Current O*NET job title, Educational history, Skills, Email address(es), Mailing address, and Phone number(s). Emsi will also provide analysis of whether each former student matched resides in Licensee's region of interest (counties to be provided by Licensee) and is employed in field of study (based on CIP-O*NET mapping). Any wage estimates will be based on labor market information for the county of residence of the former student.

Emsi will deliver the non-personally identifiable analysis data via Microsoft Excel file and via the Program Outcomes web site, where it will remain for one (1) year from the delivery date.

C. Data Use Agreement

All student records provided to Emsi are subject to the Family Educational Rights and Privacy Act ("FERPA") and may be used only for the purposes authorized in this agreement and may not be re-disclosed to other persons or parties, without specific written authorization from the Licensee.

FERPA Compliance:

For purposes of carrying out this Work Agreement, Emsi will perform an institutional service or function for which the Licensee would otherwise use employees, and is hereby designated by Licensee as a school official having a legitimate educational interest in accessing, using, and tracking student education records, as permitted by the Family Educational Rights and Privacy Act, (FERPA) (34 CFR Part 99.3)

Emsi understands and agrees to comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) in that the storage and use of student education records by Emsi will comply with all FERPA requirements.

Emsi understands and agrees that that it remains under direct control of Licensee with respect to the use and maintenance of the education records. Emsi understands that the use of educational records is limited in scope and purpose. To access education records there must be a legitimate educational interest and must be essential to complete a function or task under this agreement.

Emsi understands and agrees that it is prohibited from re-disclosing any personally identifiable information from the education records at any time or for any purpose whatsoever.

Any failure to comply with applicable FERPA requirements by Emsi or any of its employees will be immediately reported to Licensee by Emsi.

IV. Responsibility for Outcomes

Emsi's products and services use data, reports, and forecasts which are generated using data from the open web, government data sources and proprietary analytical processes. Emsi uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in Emsi's products and services may differ significantly from actual circumstances or outcomes. In addition, Emsi does not make any representation of the completeness of data aggregated from the open web. Emsi's products and services are provided "as is," without warranty for a particular purpose or project. Emsi is not liable for their misuse, or for the results of any planning errors based thereon. Licensee is fully responsible for the decisions that are made based on Emsi's products or services and the outcomes of those decisions. By purchasing Emsi's products or services, Licensee shall not hold Emsi liable for economic loss arising from their use.

Emsi's liability for damages to Licensee shall not exceed the amount Licensee paid to Emsi for the product or service in question.

V. Applicable Law

Any litigation regarding interpretation or enforcement of this agreement shall be brought in the state of Idaho, and this agreement shall be interpreted according to the laws of the state of Idaho without regard to any conflict of law provisions.

VI. Licensee Contact Information (to be completed by Licensee before contract signature)

	Invoice Contact	Admin User
Name:	[Redacted]	
Title:	[Redacted]	
Mailing Address:	Shared Services Building 1500 N 1-35 E Denton, TX 76205	"
Phone:	940-369-7669	"
Fax:		
Email:	[Redacted]	

VII. Compliance with Laws

Emsi warrants that its performance under this agreement complies with all applicable laws. If at any time during the term of this agreement it becomes unlawful for Emsi to continue performance, Emsi may immediately terminate its performance under this agreement without penalty. If Emsi terminates under this section, Emsi will refund the unused portion of any prepaid fees.

VIII. Complete Agreement

This is the complete agreement between the parties. Any amendments to this agreement, including any terms that Licensee is required by law to include in a contract for services, must be in writing and signed by both parties.

For Emsi:

For Licensee:

6/4/2019

6/4/2019

Date

Economic Modeling, LLC
409 South Jackson Street
Moscow, ID 83843

University of North Texas
1501 W.Chestnut Ave.
Denton, Texas 76203-1277

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this 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 the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Economic Modeling LLC
By: _____
Name: _____
Title: CFO
Date: 6/4/2019

UNIVERSITY OF NORTH TEXAS
DocuSigned by: _____
By: _____
Date: 6/4/2019