**Master Go Alliance New Subscription Agreement**

The terms & conditions in this Master Go Alliance Subscription Agreement (“Subscription Terms”) govern the relationship between the Board of Control for Southern Regional Education d/b/a Southern Regional Education Board, a non-profit compact created by its 16 member states (referred to as “SREB”) and Iowa College Student Aid Commission, (“Customer”) regarding the products and services identified in any Statement of Work (as defined below). These Subscription Terms together with any Statement of Work will collectively be the “Agreement”.

1. **Definitions.**
   1. **“Customer Content”** means all information for use within the Services which is provided by Customer or on its behalf, including without limitation, customer data, materials, software, files, text, graphics, photographs, audio visual elements, music, illustrations, video or other content, if any.

* 1. **“Login Information”** means the password and login identification unique to each User that is required in order to access the Services.

* 1. **“Product”** means SREB’s proprietary courses that are comprised of software and content that is more particularly described on and ordered by Customer pursuant to a SOW and made available by SREB online via a URL. The Product offers various modules that may be ordered as an entire platform or as separate modules.
  2. **“Professional Services”** includes any services in addition to access to the Product such as implementation, staffing, training, consulting or other similar services.
  3. **“Solution”** means the Product and the Professional Services and any other services as set forth in a SOW. The Solution shall also include those items listed on Exhibit 1.

* 1. **“Statement of Work” or “SOW”** means a document agreed to by authorized representatives of both parties in writing that sets forth the Solution to be provided by SREB. An SOW shall contain, at a minimum, the items purchased, terms and fees and other mutually agreeable terms. The form of SOW is set forth on Exhibit 2.
  2. **“User”** means an individual that has access to the Product. Users may be State Administrators (person who manages the program on behalf of the Customer), Facilitators (must be officially approved by SREB as course facilitators, which are also sometimes referred to as course instructors), or End Users (which means the general employee population that are course enrollees).

1. **Solution.**
   1. Solution. During the Term (as defined in Section 8(a), and subject to payment as described in an applicable SOW, SREB (i) shall provide the Solution set forth on a SOW; and (ii) grants Customer a non-transferable and non-assignable right to access and use the Product for Customer’s internal use for purposes of internal training. Customer’s subscription for the Product may be used by the number of Users identified in the applicable SOW. SREB will maintain the Products on servers or equipment owned or operated on its behalf. The Product is provided on a subscription basis and Customer will not independently possess, install, or utilize the software SREB uses to provide the Product. Customer and User will not (1) make the Product available to any third party that is not a User; and (2) resell, rent, lease, assign or transfer the Product.
   2. Support Services. SREB provides telephone/email support for the number of Facilitators set forth on a SOW. In addition, SREB will provide technical error corrections to the Product at no additional charge except to the extent any such errors are caused by Customer. SREB may update, enhance or modify the Services from time to time to include new features, improve functionality, and address bugs or customer feedback. Customer acknowledges that its Users will initially contact its Facilitator for first level support. If the Facilitator cannot resolve the issue, the Facilitator (but not the End User) may contact SREB support via email, or by phone Monday through Friday (except holidays) from 9:00 a.m. – 5:00 p.m. Eastern time by phone and at any time by email.
   3. User Management. Users will be required to use Login Information to access the Product and comply with this Agreement. Customer will manage and administer the Login Information for its designated Users, including without limitation determining the type of access each User will have to the Customer Content made available for viewing through use of the Product. Customer is responsible for all uses of the Login Information and all actions of any individual using. Login Information, including without limitation any breach by Customer or Users of the terms and conditions of this Agreement. Customer will: (1) protect the confidentiality of all Login Information, and (2) notify SREB of any breach of the confidentiality of any Login Information. Customer will not provide Login Information to any person that is not authorized to access and use the Product in order to access and view the Customer Content.
   4. Customer Responsibilities. To the extent applicable, Customer will input all Customer Content to use the Services and obtain, install, and maintain all information technology and communications systems necessary to access the Services. Customer represents and warrants that:
      1. Customer and Users are authorized to provide all Customer Content and any other data and information submitted to the Services;
      2. Its use of the Services and provision of Customer Content will comply with all applicable laws, rules and regulations and meet any of its business requirements;
      3. SREB’s use of Customer Content in providing the Services to Customer will not infringe the intellectual property or other proprietary rights of any third party. Customer agrees to cooperate with SREB fully to respond to any notice or inquiry from a third party related to the Customer Content or its use of the Services;
      4. Customer will not modify or create derivative works based on the Product or any other Services, or attempt to decode, decipher, decompile, disassemble or reverse engineer the Product or any other Services or deliverables; and
      5. Customer must use the Solution as intended and in accordance with the terms set forth on Exhibit 1 and the applicable SOW.

1. **Other Services/Additional SOWs.**

* 1. Professional Services. SREB may make available certain Professional Services, some of which are described on Exhibit 1, to Customer pursuant to SREB’s then current rates. SREB’s performance of such services will be in accordance with the terms of this Agreement and the obligations set forth in a SOW.

* 1. Additional SOWs. Additional SOWs may be entered into by the parties pursuant to these Subscription Terms provided that all such SOWs must reference these Subscription Terms.

1. **Customer Content.** The Customer Content shall remain Customer’s exclusive property. Customer grants SREB a limited license to access, copy, display, reproduce, and transmit the Customer Content for the purpose of performing SREB’s obligations in connection with this Agreement. In addition, SREB may use the Customer Content to improve the Services and determine usage of the Services. SREB may also use the Customer Content in an aggregated manner that is not linked to any personally identifiable information, or specific transaction of Customer, Users or representatives for the purpose of industry-wide benchmarking. No rights are granted to SREB hereunder other than as expressly set forth herein; there are no implied rights, and Customer reserves all rights in the Customer Content not expressly granted to SREB. SREB agrees that any use of any of Customer’s trademarks or service marks will inure solely to the benefit of Customer and that SREB will not at any time acquire any rights in Customer’s trademarks or marks.
2. **Mutual Confidentiality/Rights Reservation.**

* 1. Permitted and Restricted Uses of Trade Secrets and Confidential Information.

(1) In connection with this Agreement, each of us may disclose (“Disclosing Party”) to the other party (“Receiving Party”) certain Proprietary Information. “Proprietary Information” means collectively, Confidential Information and Trade Secrets. **“Confidential Information”** means information other than Trade Secrets that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. **“Trade Secrets”** means information deemed a trade secret under applicable law. Proprietary Information and any derivative works thereto are the sole and exclusive property of the Disclosing Party (or a third party providing such information to the Disclosing Party).

(2) The Receiving Party will hold in confidence, protect such information using the same degree of care it uses to protect its own similar confidential information (but in no event less than a reasonable standard of care). The Receiving Party will not distribute the Proprietary Information or any portion thereof except to effectuate the purposes of this Agreement and then only to: (i) employees, contractors and agents who have a need to know and who are subject to restrictions on redistribution of the Proprietary Information at least as restrictive as those in this Agreement; and (ii) those third parties whose professional involvement necessitates it, such as auditors, accountants, and legal representatives. The Receiving Party’s obligations under this Agreement with regard to Confidential Information shall remain in effect for so long as the Disclosing Party maintains efforts to keep that information from public disclosure; provided the Receiving Party's obligations under this Agreement with regard to the Trade Secrets shall remain in effect for as long as such information shall remain a Trade Secret under applicable law.

(3) The Receiving Party further acknowledges and agrees that the disclosure of the Proprietary Information to it does not confer upon Receiving Party any license, interest or rights of any kind in or to the Proprietary Information other than as set forth in this Agreement or otherwise expressly agreed upon in writing by the parties.

* 1. The obligations set forth in this section do not apply to the following information: (1) at the time of disclosure hereunder such information is generally available to the public; (2) after disclosure hereunder such information becomes generally available to the public through means other than a breach of this Agreement by the Receiving Party; (3) the Receiving Party can demonstrate such information was in its possession prior to the time of disclosure by Disclosing Party without confidentiality obligation; (4) the information becomes available to the Receiving Party without confidentiality obligation from a third party which is not legally prohibited from disclosing such information; (5) the Receiving Party can demonstrate the information was developed by or for it independently without the use of such information; or (6) disclosure is required under applicable law or regulation or in connection with a judicial proceeding, court order or legal process served with respect to such information. If disclosure by Receiving Party is required by applicable law or in connection with a judicial proceeding, court order or legal process served with respect to such information, the Receiving Party will give the Disclosing Party notice prior to disclosing such information to the extent permitted by applicable law. The Disclosing Party will be responsible for any reasonable costs the Receiving Party incurs in such compelled disclosure.
  2. Rights Reserved. Subject to the limited rights expressly granted in this Agreement, SREB reserves all rights, title and interest, including all related intellectual property rights, in and to the Services and Product, as well as any derivative works of the foregoing and all of the foregoing constitute Proprietary Information of SREB. No rights are granted to Customer hereunder other than as expressly set forth herein; there are no implied rights, and SREB reserves all rights not expressly granted to Customer. Customer agrees that any use of any of SREB’s trademarks or service marks will inure solely to the benefit of SREB and that Customer will not at any time acquire any rights in SREB’s trademarks or marks.
  3. Remedies. Each party acknowledges that (i) any use or threatened misuse of the Proprietary Information of the other party, or (ii) either party’s threatened or actual breach of license or confidentiality obligations will cause immediate irreparable harm to the other party for which there is no adequate remedy at law. Accordingly, each party agrees that the other party will be entitled to seek immediate and permanent injunctive relief from a court of competent jurisdiction in the event of any such breach or threatened breach by the other party.
  4. Other. Except as hereinafter provided, neither party shall use, publicize, or issue any press release which includes the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates, without the prior written consent of such other party. Notwithstanding the foregoing, SREB may name Customer as a customer of SREB. SREB will not otherwise claim or imply any endorsement of its products or services by Customer without Customer’s prior written consent.

1. **Fees and Payment.**

* 1. Fees. Except as otherwise specified herein or in any SOW: (1) fees are described on Exhibit 1 and each SOW, (2) payment obligations are non-cancelable and fees paid are non-refundable. If any travel is required to effect any Services, Customer shall reimburse SREB for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.

* 1. Payment. Customer will pay SREB the fees set forth in each SOW and payment shall be in U.S. Dollars. Amounts are due in full within thirty (30) days after the date of the invoice. Customer is responsible for providing purchase orders, complete and accurate billing and contact requirements and information and notifying SREB of any changes in such information. Any amounts not paid by the due date will be subject to a late fee equal to one and one-half (1.5%) percent per month, or the maximum amount allowed by law if less. Customer will be liable for all costs of collection of undisputed overdue amounts including, without limitation, all court costs and attorneys’ fees SREB incurs.

* 1. Taxes. Unless otherwise stated, SREB’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer’s purchases hereunder. If SREB has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides SREB with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SREB is solely responsible for taxes assessable against it based on SREB’s income, property and employees.

1. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS”. SREB MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS AND SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SREB SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMTIATION ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR TITLE TO THE MAXIMUM EXTENT ALLOWED BY LAW.
2. **Term and Termination.**

* 1. Initial Term of SOW. The duration of the initial term of provision of the Product under this Agreement shall be one (1) year (“Initial Term”). Such term commences on the effective date of the applicable SOW or such date set forth on SOW. The Initial Term for Professional Services shall be as described on the SOW.
  2. Auto Renewal. Each SOW for Products shall automatically renew thereafter for successive terms of one (1) year each unless either party provides written notice of non-renewal to the other party not less than thirty (30) days prior to the then-current expiration or renewal date (the Initial Term and any renewal term hereinafter referred to as the “Term”). The fees set forth on Exhibit 1 shall be the same as that during the prior term unless SREB provide a written notice of a pricing increase at least sixty (60) days prior to the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any applicable renewal fee will be invoiced annually thirty (30) days prior to the applicable renewal date.
  3. Early Termination. Either party may terminate the applicable SOW in the event that a failure to fulfill obligations under this Agreement and/or the SOW arises out of cause(s) beyond the control and without the negligence of the party otherwise chargeable with failure, including without limitation action or inaction of governmental, civil, or military authority; acts of terrorism (whether domestic or foreign); fire; strike, lockout, or other labor dispute; flood; war; riot; earthquake; natural disaster; breakdown of public or common carrier communications facilities, that results in a failure for at least thirty (30) consecutive days.
  4. Suspension and Termination for Non-Payment. Without prejudice to any other rights SREB may in its discretion: (1) suspend any or all Services where Customer is more than thirty (30) days past due in payments and SREB has provided Customer written notice five (5) days prior to such suspension; and (2) terminate the provision of any or all Services, including all licenses granted therewith, where Customer is more than thirty (30) days past due in payments and SREB has provided Customer written notice five (5) days prior to such termination.

* 1. Termination for Breach. Either party may terminate any SOW immediately upon written notice to the other party in the event the other party breaches its obligations under this Agreement and/or the applicable SOW, provided that such breach is not cured within thirty (30) days after written notice of the breach is received from the aggrieved party.
  2. Effect of Termination. Upon the date of termination Customer will immediately cease using all Services. Within thirty (30) calendar days after the effective date of a termination or expiration of this Agreement, Customer will return to SREB or remove, delete and destroy all of SREB’s property, including, without limitation, all copies of SREB’s Proprietary Information, and certify to SREB in writing that Customer have fully performed its obligations under this Section.

1. **Mutual Indemnification.**

* 1. Indemnification by SREB. SREB shall indemnify and hold Customer harmless from and against any and all any liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including reasonable attorneys’ fees, arising out of or in connection with any claims by a third party alleging that the Product infringes a valid registered United States copyright, trademark, or patent. If SREB determines in its own discretion that the Product is likely to so infringe, SREB shall, at its option: (i) replace the infringing portion of the Product; (ii) modify the infringing portion of the Product to make it non-infringing; (iii) procure the right for Customer to continue using the infringing portion of Product, or (iv) terminate the affected portion of the Product and refund any prepaid but unused fees to Customer for the infringing portion of the Product.

The foregoing remedies constitute Customer’s exclusive remedies and SREB’s entire liability with respect to intellectual property infringement and misappropriation claims and actions. Notwithstanding the foregoing, SREB will have no indemnity or remedy obligation for claims of infringement resulting or alleged to result from: (i) any modification of the Product not made by SREB; (ii) Customer’s failure, within a reasonable time frame, to implement any replacement or modification of the Product SREB provided; or (iii) to the extent caused by any combination, operation, or use of the Product with any programs or equipment not supplied or approved by SREB.

* 1. Indemnification by Customer. Customer shall indemnify, defend, and hold SREB harmless from and against any and all liabilities, losses, damages, causes of action or injuries, together with costs and expenses, including reasonable attorneys’ fees, arising out of or in connection with: (i) any action, proceeding or claim made or brought against SREB by any third party caused by or arising from Customer’s use of the Services to the extent not due to SREB’s negligence, willful misconduct, or claim covered by SREB’s indemnity obligation in Section 9(a); or (ii) any actions, proceeding or claim that any Customer Content infringes or violates any intellectual property right or other proprietary right of any third party.
  2. Indemnification Process. A party seeking indemnification shall promptly provide written notice to the other party as soon as commercially reasonable after receiving a threat of any such action or a notice of the commencement or filing of any action which may be subject to the provisions of this Section. The failure to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have under this Section, except to the extent it has been materially prejudiced by such failure. Each indemnified party, as a condition of indemnification shall cooperate with the indemnifying party in the defense and settlement of any such claim or action. Each indemnified party also may, but shall not be obligated to, monitor and reasonably participate in the defense of any claim or action using counsel of its choice and at its own expense.

1. **Mutual Limitations on Liability.**

* 1. Monetary Limitation. IN NO EVENT SHALL EITHER PARTY BE LIABLE IN AN AMOUNT THAT COLLECTIVELY AND IN THE AGGREGATE EXCEEDS THE FEES CUSTOMER PAID TO SREB IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR THE SERVICES IN QUESTION. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER SUCH CLAIMS OR DAMAGES WERE FORESEEABLE OR THE LEGAL THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION ANY CLAIMS UNDER CONTRACT, TORT, AND PRODUCTS LIABILITY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES RESULTING FROM A PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 OR FOR USE OF THE SERVICES BEYOND THE SCOPE OF AUTHORIZED USE.
  2. Limitation on Types of Damages. IN NO EVENT WILL EITHER PARY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE SERVICES OR ANY OTHER CLAIM ARISING FROM THIS AGREEMENT, EVEN IF SUCH CLAIMS OR DAMAGES WERE FORESEEABLE. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES RESULTING FROM A PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 OR FOR USE OF THE SERVICES BEYOND THE SCOPE OF AUTHORIZED USE.

1. **Compliance with Laws; Export Controls.** The Services, other technology SREB makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.- embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.
2. **Assignment.** Customer will not assign or transfer this Agreement, by operation of law or change in control or otherwise, without SREB’s prior written consent, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.
3. **Governing Law; Attorneys’ Fees and Costs.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflicts of laws principles.. Each party expressly waives its right to jury trial in connection with any action or litigation arising in connection with this Agreement. In any civil action brought by either party to enforce or recover under these this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

1. **Notices.** All notices or other communications which may be required by either party to the other party pursuant to this Agreement shall be in writing and shall be hand delivered (including delivery by courier so long as a receipt or confirmation of delivery is obtained), sent by recognized overnight delivery service (such as FedEx® or UPS®), or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid. Customer’s initial notice address is the billing address set forth in the SOW. SREB’s notice address is as follows:

Southern Regional Education Board

Joan M. Lord

Vice President, Education Policy

Southern Regional Education Board

592 10th Street, N.W.

Atlanta, GA 30318

Each notice which shall be mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee, or at such time as delivery is refused by the addressee upon presentation; provided, however, that notices sent by mail shall be deemed received on the third business day following the date such notice is deposited in the mail.

1. **Miscellaneous.**

* 1. Survival of Terms. All provisions in this Agreement which by their nature are intended to survive expiration or termination shall so survive, including without limitation those pertaining to payment, indemnification, limitations of liability, intellectual property and confidentiality.
  2. Waiver/Severability. Neither party’s failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights under this Agreement. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any term of this Agreement is held unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the Parties and the remaining terms shall remain in full force and effect.
  3. Relationship of Parties/No Third Party Beneficiaries. The Parties each agree that each is an independent contractor of the other, and not an employee of the other, and nothing in this Agreement shall be construed as creating an employer-employee relationship or any partnership or joint venture between the Parties. There are no third party beneficiaries to this Agreement.
  4. Conflict in Subscription Terms. In the event of conflict among the terms of these Subscription Terms and any SOW, then the terms of the SOW will control solely for purposes of the applicable SOW.
  5. Consent. No required consent by a party hereto shall be unreasonably withheld or delayed.
  6. Customer’s Acknowledgement. In addition to its signature on the SOW, Customer acknowledges that it has read these Subscription Terms and the SOW and understand and agree to be bound by all of such terms.
  7. Entire Agreement. These Subscription Terms, schedules and exhibits incorporated by reference together with all applicable SOWs constitute the entire agreement of the parties with respect to the Services and supersedes and replaces any other prior or contemporaneous agreement or understandings, whether oral or written, related to the subject matter hereof or to existing services that were previously purchased by Customer from SREB Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer’s purchase order or other order documentation (excluding SOW) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. All amendments to these Subscription Terms or any of the SOWs shall be in writing and signed by the Parties’ authorized representatives, and if not shall be deemed null and void. A SOW may be executed in any number or counterparts, each of which shall be deemed a part of the same original.

**In Witness Whereof**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives below.

|  |  |
| --- | --- |
| **Southern Regional Education Board** | **Iowa College Student Aid Commission** |
| By: | By: |
| Name: | Name: |
| Title: | Title: |

EXHIBIT 1

DESCRIPTION OF SOLUTION/FEES

**STATE SERVICE ANNUAL CONTRACT**

1. Annual Fees (SOW must designate whether Customer is an SREB Member/Non-Member)
   1. $15,000 / year SREB Members
   2. $17,000 / year Non-SREB Members
2. Annual state-level full service contracts will include:
   1. Unlimited Users for all of the available training courses annually, with a maximum of 25 students per online course
   2. Facilitator required (no self-study permitted)
   3. Facilitator training for up to 4 state-managed facilitators per year
   4. One seat on the Go Alliance Academy Advisory Council and the opportunity to advise on future course development priorities
   5. Complimentary annual Go Alliance Academy conference registration for 2 participants and all included meals (*does not include travel*)
   6. Ability to add state-customized content to each course
   7. Ability to customize start and end dates for training
   8. Permission for other non-profit educational agencies in the state to use the materials for educational, non-commercial purposes as determined by Customer
   9. Access to marketing materials developed by SREB, and ability to co-brand these materials as determined by Customer (subject to approval of SREB, in SREB’s reasonable discretion)
   10. Ongoing technical support, course updates, and end-user support
   11. The Facilitator will provide first level support; if Facilitator can’t help end user, Facilitator calls SREB for User’s question. In no event will User contact SREB directly)
   12. Requirement that Customer maintains the Go Alliance and Go Alliance Academy brand. Customer cannot remove brand.
   13. Requirement that Customer and Users must follow the course as planned (i.e., cannot skip sections of course, replace a reading, etc.), unless otherwise expressly agreed to in writing by SREB.
3. **Additional STATE Professional Services available for additional fees at SREB’s then current rates:**
   1. Implementation and start-up technical assistance (provided by edBridge Partners)
   2. Additional professional services
   3. Needs analysis evaluation
   4. Additional facilitator training
   5. External Facilitators – SREB will provide a facilitator for a course with a minimum of 12 and maximum of 25 students

# EXHIBIT 2

### **STATEMENT OF WORK**

This Statement of Work (“SOW”) dated the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (“SOW Effective Date”0 is a part of the Master Go Alliance Subscription Agreement between **Board of Control for Southern Regional Education d/b/a Southern Regional Education Board, a non-profit compact created by its 16 member states (referred to as “SREB”) and \_\_\_\_\_\_\_\_\_, (“Customer”)** dated \_\_\_\_\_\_\_\_\_\_\_\_\_, 20 (the “Subscription Terms"). The Subscription Terms and this SOW together constitute the Agreement. All work to be performed under this SOW is subject to the terms and conditions of the Agreement.

1. Designation. Customer is not a member of the Southern Regional Education Board.
2. Description of the Solution: State-Service Annual Contract (described in Exhibit 1, above)
3. Initial Term: The Initial Term is two (2) years after the SOW Effective Date as reflected above.
4. Description of Professional Services

Optional Implementation Support. ($15,000). SREB will contract with edBridge Partners to provide the following services to Customer to be provided within the first 60 days from the date this contract is signed:

1. Initiation Support. Customer will receive project initiation support from edBridge Partners to include the following deliverables:
   1. Phone support for project lead, as needed.
   2. Project charter outlining the goals of the initiative, key stakeholders, high-level timeline for implementation, scope of the project, schedule, objectives, budget and expected outcomes.
   3. Stakeholder register outlining the key stakeholders in the process and their roles and responsibilities.
   4. Communications plan outlining how the project team will communicate throughout planning phase.
   5. Resource requirements documentation outlining resources necessary to implement the project.
2. Planning Support. Customer will receive project planning support from edBridge Partners to include the following deliverables:
   1. Preparation of the agenda and facilitation of one face-to-face kickoff meeting with project team and key stakeholders.
   2. Phone support for project lead, as needed.
   3. Program definition process including a toolkit and support for stakeholders in order to make key decisions regarding the format for customization, delivery, and implementation.
   4. Project management plan outlining the key tasks to be accomplished in order to implement the CCCI program, schedule, budget, communications plan, risk management plan, and staffing plan.
3. Project Assumptions

*Scope of Work:*

1. SREB shall have the CCTI Modules customized as follows for Customer. These customizations are included in the license fee paid by Customer and are at no additional cost to Customer. All customizations are owned by SREB and shall be deemed to be part of the Go Alliance Academy Modules and subject to the same license rights granted to Customer in the Agreement. Customization may include the following:

* In each session, a place is provided for state-specific information that pertains to the learning goals covered in that session. Customer agrees to provide links and .pdf documents to SREB for each session that Customer elects to customize. These links and .pdfs may include, for example: information on state graduation requirements and tests; state-specific college financing information such as state scholarships, grants, financial aid, college savings programs, etc.; or links to state-specific college planning tools and resources, such as state college planning websites.

1. Online Instructor Training. Customer may receive online training for a cohort of instructors selected by Customer. Training is designed to be delivered in a cohort model comprised of a minimum of twelve and a maximum of 24 counseling professionals who, upon completion of the training, will be tasked with teaching the Go Alliance Academy modules to others. Customer will be provided with a total of six seats that may be used over the course of five years from the date this agreement is signed. After those initial six trainees have been trained, Customer may elect to purchase additional seats in a training session.  Training will be provided in a six-session online course designed by EDC and led by SREB in Moodle and aligned to the goals of Go Alliance Academy, including an introduction and overview to the Go Alliance Academy Modules. It is important for online facilitators to have experience in the online environment prior to teaching online, and this course will provide that needed experience as well as an overview to the content to the online modules they will be delivering. The course will be led by trained facilitator(s) who are familiar with both effective online instruction as well as the content of the Go Alliance Academy Modules. The instructor training course will address the following topics:

* An overview of the online environment
* An overview of the Go Alliance Academy Modules
* Strategies for building an online learning community
* Effective online facilitation techniques
* An overview of Modules I-III and facilitation tools
* Assessment techniques for online courses
* How to provide effective feedback to module trainees

*Customer Involvement and Responsibilities:*

Customer will designate at least one representative from Iowa to the Go Alliance Academy Consortium and agrees that the state representative (or an agreed upon alternate) will attend the annual face-to-face meetings quarterly conference calls with SREB staff and other states who participate in the Go Alliance Academy program. Customer is responsible for selecting, managing, and compensating facilitators who teach the Go Alliance Academy modules in Iowa. Customer also agrees to promote the training throughout the state so that school counselors and colleges of education are aware of the opportunity. Customer will work with facilitators and partners in the state of Iowa to organize trainee cohorts and will send SREB an email no later than three weeks prior to the training start dates the following information: Module to be taught, designated facilitator, training start and end dates, and a list of email addresses for the 25 people (or less) who will enroll in the training.

1. Payment. Customer will pay SREB according to the following payment schedule:
2. Invoices: Invoices for services and expenses incurred under this SOW shall be sent to the following address and contact person:

Rachel Scott

Division Administrator, Outreach

Iowa College Student Aid Commission430 East Grand Ave., FL 3

Des Moines, IA 5030

1. Names and Contact Info of State Administrators and Facilitators

Provide current list of State Administrators and Facilitators on a regular basis as list is updated but in any event, not less than monthly

|  |  |
| --- | --- |
| **Southern Regional Education Board** | **Customer** |
| By: | By: |
| Name: | Name: |
| Title: | Title: |