



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the amendment to acquire signatory authorization for a previously approved non-standard agreement with EMSI (dba Lightcast) for the Alumni Pathways Software Subscription, a web-based software package for Broward College alumni employment outcome data. Fiscal Impact: None

Presenter(s): Steven Tinsley,

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

An Amendment to MinuteTraq Item 11594 is submitted to request approval of the agreement with Lightcast Alumni Pathways. The agreement was not attached to the original Minute Traq submission.

Lightcast's Alumni Pathways is a suite of data, analysis, and reporting tools that provide detailed insight into the careers, skills, and locations of the College's former students. Alumni Pathways is designed to help colleges better understand the outcomes associated with program offerings and to quickly analyze, visualize, and communicate relevant insights to key stakeholders and prospective students. The individual-level insights are also useful for engaging alumni and employers. Lightcast's approach provides more data for more alumni than is typically obtained from student surveys.

The College will now be able to efficiently access employer, location, job title, skill, and certification data for our alumni. Alumni Pathways also shows, by program, if graduates are employed in a job related to their field of study and the graduates' estimated wages.

What procurement process or bid waiver was used and why?

A bid waiver was used pursuant to FL DOE Rule 6A-14.0734 (2)(g), which provides exceptions to the competitive solicitation process for information technology resources. Information technology resources are defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

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

Yes

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

FD100 CC0221 GLC 64500: Software Subscription

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

No, we have used this vendor for other related products and services. This is a new product.

Was the product or service acceptable in the past?

N/A

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

Yes, we anticipate this new tool will significantly enhance our ability to draw insights as related to our alumni's career outcomes, companies and organizations with whom the College should seek to create relationships, and potential areas of programming the College should explore.

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

This is a new product for the College and we have not yet been able to assess or evaluate the ROI.

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

This item directly ties to the College's focus on creating impactful career connections while fostering opportunities for students to actualize employment. The tool will allow the College to analyze employment trends for alumni and plan to connect with employers hiring our graduates. Additionally, the College's Quality Enhancement Plan (QEP) dedicated to connecting students to employment opportunities will be furthered using the data related to employers hiring BC students. The data the College will be able to access will provide the Employment Solutions team as well as College-wide constituencies with extensive standardized employment outcomes information. This product will supply college-wide departments with information about the workforce and historical trends of employment of their graduates. Importantly, the Alumni Pathways tool provides data related to skills that make students competitive for a desired occupation, thus, allowing the College to create opportunities for students to obtain those skills. This tool is key to tracking alumni student information to enhance the College's placement efforts.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

This is an add-on to an existing contract and the legal terms have already been approved.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: No cost to the College

Jeffrey Nasse
Jeffrey Nasse, Provost and SVP of Academic Affairs

























4/15/2024

APPROVAL PATH: 12074 EMSI (Lightcast) Alumni Pathways Amendment 1

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Renee Law	AVP, Strategic Partnerships & Empl		 Completed	
2	Steven Tinsley	SVP of Workforce Education and In		 Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		 Completed	
4	Alina Gonzalez	Review		 Completed	
5	Raj Mettai	Review		 Completed	
6	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
7	Legal Services Review Group	Review and Approval for Form and		 Completed	
8	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
9	Pending Counter-Signature(s)	Review		 Completed	
10	Board Clerk	Agenda Preparation		 Completed	
11	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	



Lightcast Rep: Dorian Clark

Sales Quote

Date: 10/9/23

Quote is valid for 90 days

Product	# of Users	Price
Alumni Pathways	25	\$14,500
		Total Price: \$14,500

Prospective Client Information	
Institution Name	Broward College
Lightcast Contact Information	
Point of Contact	Dorian Clark
Title	Account Executive
Email	Dorian.clark@lightcast.io
Phone	(904) 233-0408





Lightcast Representative: Dorian Clark

Alumni Pathways Agreement

This Alumni Pathways Agreement (the "Agreement") is between The District Board of Trustees of Broward College of Fort Lauderdale, Florida ("Licensee"), and Economic Modeling, LLC of Moscow, Idaho ("Lightcast").

I. Subscription Services

- a. Services. Lightcast will provide Licensee with the following subscription services (collectively, the "Subscription Services"):
- Lightcast's Alumni Pathways software modules (select all that apply, hereinafter the "Web App"):
 - Access to Research Module (including alumni data download tool) for up to 25 authorized users
 - Access to GoRecruit Module for up to 25 authorized users
- b. Users. Authorized users must be employees of Licensee. Lightcast will issue each authorized user a unique login credential (username and password). Login credentials may not be generic (e.g., email aliases) or shared. Licensee will designate one person as the admin user, who will be authorized to manage Licensee's authorized user list and coordinate training.
- c. Additional Services Provided. The subscription includes the following services:
- User training
 - Technical support via telephone or e-mail
 - Access to all new data releases (new data is released periodically)
 - Access during the Subscription Term to all updates and upgrades generally released to Licensees at the Subscription Service Level recited above

II. Data Sources

The following data sources will be used to deliver the Subscription Services and/or the Consulting Services (select all that apply):

- Lightcast data
- Licensee Institution Alumni Data Submission (see Exhibit A)

If any of these data sources are not included, certain data points and/or functionality may not be available in either the Software Services and/or the Consulting Services.

Optional National Student Clearinghouse Partnership

Many USA-based institutions are eligible to participate in a data partnership between the National Student Clearinghouse and Lightcast, provided that they execute a separate agreement directly with the National Student Clearinghouse. Participation benefits include:

- Direct data transfer between the National Student Clearinghouse and Lightcast, reducing Licensee's time and effort to supply data
- Lightcast pays the Licensee's fees for access to the National Student Clearinghouse's StudentTracker Premium Service

Eligibility is based on both institutions' active participation in the National Student Clearinghouse's DegreeVerify service and also their having an active StudentTracker service agreement with the National Student Clearinghouse. Participation benefits will remain in effect while: 1. the Licensee maintains the eligibility requirements from the National Student Clearinghouse, 2. the Licensee maintains an active subscription to Lightcast's Alumni Pathways software, and 3. the data partnership between the National Student Clearinghouse and Lightcast remains in effect.



III. Term and Delivery Timeline

June 27

- a. General. Lightcast will provide Licensee with access to the Subscription Services, as elected above, beginning ~~April 5, 2024~~ (the "Effective Date") and ending ~~April 4, 2025~~ (the "Term").

June 26

- b. Subscription Services Availability. Access to the Web App is initiated by Lightcast as of the Effective Date. Some data and functionality may not initially be available until applicable data is sourced and processed. Data is expected to be processed within 8 weeks of Lightcast's receipt of applicable data. Any anticipated variance in availability due to delays in receiving data and/or other factors will be communicated to Licensee as early as possible.

IV. Fee

- a. Subscription Services. The fee for the Subscription Services is \$14,500.00, invoiced upon the Effective Date.
- b. Invoices. Invoices are due 30 days from receipt. Sales tax (including, as applicable, VAT, GST, HST, PST, etc.) will be added for non-tax-exempt institutions when applicable.

V. Terms of Service

- a. License to Licensee. Licensee is granted a non-exclusive, nontransferable, non-assignable limited license to access certain data (the "Licensed Dataset") via the Subscription Services and Consulting Services, per Licensee's elections above, subject to the following limitations:
1. Licensee will allow access to the Web App(s) only to individuals who have been assigned login credentials by Lightcast (each, an "Authorized User").
 2. Licensee and Authorized Users may (i) download elements of the Licensed Dataset using the download tools in the Web App(s) for Licensee's internal use, and (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 Lightcast 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 Lightcast Data?" For clarity, Licensee may not distribute any elements of the Licensed Dataset to a third party on an on-demand or standalone basis – i.e., separate from Licensee's material contributions of data and/or effort in providing its own services to the third party.
 3. 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.
 4. Licensee may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Lightcast content from the Web App(s) or the Licensed Dataset, or otherwise access the Web App(s) or the Licensed Dataset by any automated means or process, except as expressly permitted by Lightcast. If Licensee's subscription includes access to a bulk data downloader, Licensee may only use the data downloader to run custom reports directly from the Web App(s). Licensee may not use the data downloader to create a dataset or datasets used by any other application such as, e.g., an internal data dashboard.
 5. Neither Licensee nor Authorized Users will attempt to replicate the Web App(s) or the Licensed Dataset in design, content, or functionality.
 6. If the Web App(s) or the Licensed Dataset include 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.
 7. Any profile data or PII included in the Licensed Dataset is to be used for research purposes only. Licensee may not use the Licensed Dataset to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.



- b. License to Lightcast. If Licensee has elected to submit Institution Alumni Data, Lightcast will perform the Institution Alumni Data Submission scope of work as described in Exhibit A. Licensee hereby grants Lightcast a non-exclusive, nontransferable, non-assignable limited license to access, use, and store the Institution Alumni Data for the sole purpose of providing the Subscription Services and Consulting Services, as applicable.
- c. National Student Clearinghouse Data Use (if applicable). In the event that National Student Clearinghouse data is used to deliver Subscription Services and/or Consulting Services, neither Lightcast nor the Licensee may use National Student Clearinghouse data included in the Subscription Services or Consulting Services for the purposes of targeted advertising, including outreach by or on behalf of a postsecondary institution to students who are currently enrolled in, or who were previously enrolled in, another postsecondary institution, for enrollment or transfer purposes. Provided, however, nothing in this Agreement is intended to prevent a postsecondary institution from reaching out to its own former students who are not currently enrolled at another postsecondary institution.
- d. Disclaimers. The Subscription Services and Consulting Services are provided “as is,” without warranty for a particular purpose or project. Lightcast 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 the Subscription Services and Consulting Services as well as the outcomes of those decisions, including any economic loss.

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

The Subscription Services use professional profiles built with data posted online by individuals about themselves. Such data comes from sources such as 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.

Lightcast updates and upgrades products and services periodically. Except as expressly stated otherwise herein, Lightcast 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.

VI. Data Use and FERPA Compliance

Data Use Agreement

All student records provided to Lightcast are subject to the Family Educational Rights and Privacy Act (“FERPA”), 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, Lightcast 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).

Lightcast 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 Lightcast will comply with all FERPA requirements.

Lightcast understands and agrees that it remains under direct control of Licensee with respect to the use and maintenance of the education records. Lightcast 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.



Lightcast 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 Lightcast or any of its employees will be immediately reported to Licensee by Lightcast.

Data Destruction

Lightcast will destroy the student information provided to Lightcast by the Licensee and/or the National Student Clearinghouse (if applicable) within 60 days of expiration of the Subscription Term.

VII. Limitation of Liability

LIGHTCAST'S LIABILITY FOR DAMAGES TO LICENSEE SHALL NOT EXCEED THE AMOUNT LICENSEE PAID TO LIGHTCAST FOR THE PRODUCT OR SERVICE IN QUESTION.

VIII. Applicable Law

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

IX. Termination

- a. Lightcast may suspend delivery of the Services to Licensee during any period that Licensee fails to pay when due any fees described in this Agreement, and Lightcast's delivery obligation shall not be re-instated until Licensee has paid Lightcast any past due fees.
- b. In addition to any other remedy available at law or equity, Lightcast may suspend delivery of the Services, either in whole or in part, at any time it has reasonable cause to believe the Services are being used in violation of the license and/or terms of use set forth herein.
- c. Either party may terminate this Agreement if: (i) the other party breaches a material obligation hereunder which is by its nature incurable or, if curable, remains uncured thirty (30) days after written notice describing the breach is provided to the breaching party; (ii) a receiver is appointed for the other party or its property, (iii) the other party makes an assignment for the benefit of its creditors, (iv) proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law and not dismissed within thirty (30) days of such commencement. If Lightcast terminates this Agreement under the terms of this paragraph, Licensee will not be entitled to a refund of any amounts paid to Lightcast under this Agreement.

X. Compliance with Laws

Each party shall comply in all material respects with applicable laws regarding the collection, use and disclosure of personal information. Each party is responsible for ensuring that it has a lawful basis for the processing of personal information, and any subsequent processing or use.

Lightcast 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 Lightcast to continue performance, Lightcast may immediately terminate its performance under this Agreement without penalty. If Lightcast terminates under this section, Lightcast will refund the unused portion of any prepaid fees.



XI. 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. Terms included in a purchase order issued by Licensee with respect to this Agreement do not apply unless the purchase order is signed by an authorized representative of Lightcast.

For Lightcast:

Floyd Swanton

06/27/2024

Authorized Signature
Floyd Swanton

Date

Printed Name

Economic Modeling, LLC
232 N. Almon Street
Moscow, ID 83843

For Licensee:

Donald Astrab

6/18/2024

Authorized Signature
Donald Astrab

Date

Printed Name

The District Board of Trustees of Broward College
111 E Las Olas Blvd
Fort Lauderdale, Florida 33301

Invoicing Information (to be completed by customer at time of signature)	
Accounts Payable Email:	ygilson@broward.edu
Vendor Portal (if applicable):	
Purchase Order Number:	
Is a PO required? (check one) Yes <input type="checkbox"/> No <input type="checkbox"/>	Is customer tax-exempt? Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide PO at time of signature or indicate when the PO will be provided to Lightcast	If yes, please provide tax-exempt certificate at time of signature



Exhibit A

Institution Alumni Data Submission Scope of Work

If the Licensee and the National Student Clearinghouse execute a separate agreement authorizing the National Student Clearinghouse to release Licensee data to Lightcast, Lightcast is able to deliver its Subscription Services without the Institution Alumni Data Submission outlined in this Exhibit, but that approach will result in certain data points and functionality not being available. We strongly recommend that institutions submit the Alumni Data below (in addition to executing the separate agreement with the National Student Clearinghouse described above) upon initial purchase and at least annually thereafter in order maximize the value from the Subscription Services and the Consulting Services.

Licensee will provide student records for all programs to process in the manner specified below.

A. Alumni Data Submission for Licensee's Program Offerings

Licensee will deliver information about their programs designated above, including:

1. Current program information: Unique internal program code, Program name, Degree level, CIP code, Academic unit (such as college, school, or division), and Academic sub-unit (such as department)
2. Alumni system data, when applicable (requires secure transfer of data): Student ID (or unique equivalent), First name, Middle name, Last name, Birth date, Gender, Email(s), Phone(s), Mailing address(es), Program/degree award date, Year of graduation
3. Possibly (depending on the Licensee's situation and needs): Student information system data (requires secure transfer of data): Student ID (or unique equivalent), First name, Middle name, Last name, Birth date, Gender, Ethnicity, Email(s), Phone(s), Mailing address(es), Internal program code, Program name, Program degree level, CIP code, Program/degree award date, Program/degree award year for reporting

For each Renewal Term, if Licensee's Alumni Data Submission is not received within fifteen business days of the anniversary of the Effective Date, or such date as may be mutually agreed upon in writing, Lightcast will use records submitted in prior terms as the basis for the subscription services.

When subsequent data submissions from Licensee are mapped or Licensee's earlier data submissions are re-mapped to newer employment outcomes data, according to the frequency selected in this Agreement, the newly uploaded data will replace the previous version of the data and will be immediately available in the software.

B. Access to Personally Identifiable Data

Lightcast will provide a secure method of data transfer for Licensee to obtain any selected data files containing personally identifiable information.



**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

3. Taxes. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

4. Travel Expenses. If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

5. No Automatic Renewals or Extensions. Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

6. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. This section shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement.

8. Announcements and Press Statements. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its **Chief of Staff and Vice President, Communications and Community Relations** or that position's designee, and in the case of the other party, permission must be granted by its **EVP of Marketing** or that position's designee.

9. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.





BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

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

13. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

14. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

15. BC's Sovereign Immunity. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes

16. Governing Law and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement

requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

17. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this





**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

18. Vendor’s Confidential Information / Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC’s custodian of public records, in a format that is

compatible with the information technology systems of the BC


- (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

19. Miscellaneous. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor’s employees; and (iii) attorneys’ or collection-fees provisions.

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

VENDOR: Economic Modeling, LLC

By: 

Name: Floyd Swanton

Title: VP Legal

Date: 10/26/2023





**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

