

EDUCAUSE Integrated Planning and Advising for Student Success in Higher Education (iPASS)

EDUCAUSE Grant Agreement Terms and Conditions

This Grant Agreement dated August 17, 2015, is entered into by and between EDUCAUSE (“EDUCAUSE”) as Grantor and The University of South Florida Board of Trustees, a public body corporate, for the University of South Florida as Grantee.

In consideration of the mutual promises contained in this Grant Agreement, EDUCAUSE and Grantee agree as follows:

I. Organizational Eligibility and Use of Funds

Tax Status. The specific terms and conditions of EDUCAUSE grants may depend on the tax status of your organization. You must indicate which of the following descriptions applies to your organization. You must also provide EDUCAUSE with immediate written notice of any challenges to or changes in your organization’s tax status.

The organization is:

- Exempt from United States Federal income tax under section 501(c)(3) of the United States Internal Revenue Code of 1986 (the “Code”) and not a private foundation;
 - Exempt from United States federal income tax under Section 501(c)(3) of the Code and a private foundation;
 - Exempt from United States federal income tax under a section of the Code other than 501(c)(3) (e.g., Section 501(c)(4) or 501(c)(6)). If applicable, please indicate which section applies to your organization IRC section 115;
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- Not a tax-exempt organization under the Code. If applicable, please indicate the type of organization and place of incorporation;
 - A United States government unit. If so, please describe _____;
 - A state, tribal, or local government unit. If so, please describe _____;
 - An organization formed under the laws of a country other than the United States. If applicable, please indicate the country of formation and type of organization _____.

Use of Grant Funds. The use of the grant funds must be restricted solely to the purposes of the Project described in the Proposal attached as Exhibit A hereto (the “Project”). Grant funds may not be used: (a)

for any purpose other than the Project; (b) to conduct propaganda or otherwise attempt to influence legislation; (c) to influence the outcome of any public election or to carry on, directly or indirectly, any voter registration drive; (d) to make a subgrant to any individual or to any other organization.

Grant Modifications. Requests to make substantive changes to the goals and products noted in the grant agreement must include a rationale for the changes. It may be necessary to include a request to revise the budget depending on the extent of the proposed modifications.

Requests for a no-cost extension: If it appears that grant funds will remain unspent when a grant expires, or, work will not be completed in time, the grantee institution may request a no-cost extension of the duration of the grant to a specific date when all funds will be spent and the activities completed. Requests must:

- Propose a new ending date for the grant.
- Explain why more time is required to complete the project.
- Include a financial report that compares projected expenditures to the original approved budget for the use of remaining funds.
- Include a revised itemized budget for the extension period and a written budget narrative justifying the changes.

Request to Change Principal Investigator (Lead Applicant) must include:

- an explanation for why the change is necessary
- CV and contact information for the proposed new principal investigator

All modification requests must be made in writing to the program officer for EDUCAUSE, who reports within EDUCAUSE's Next Generation Learning Challenges (NGLC). Requests may be sent to the program officer, Nancy Millichap, at: nmillichap@educause.edu.

Repayment of Unused Grant Funds. Funds not used for the purposes of the grant within the grant period **9/8/2015 to 9/7/2018** must be returned to EDUCAUSE unless a requested no-cost extension is approved.

Limitations on Capital Assets. Grant funds can be used to purchase capital assets such as equipment so long as (1) the assets are used exclusively for the Project during the term of the grant and used in accordance with the EDUCAUSE Next Generation Learning Challenges Priorities (VI., below) after the term of the grant, and (2) the aggregate amount of grant funds used to purchase capital assets does not exceed one-quarter (1/4) of the total grant sub-award.

Subcontracts. Although you may not subgrant any funds received under the Grant Agreement, you may subcontract with third parties to conduct Project activities. As the grantee for the Project, your organization has sole responsibility for selection and oversight of any and all subcontractors. EDUCAUSE does not approve the selection of any of your subcontractors and will not oversee their respective activities. Therefore, no implication should be made to investors, media, or the general public that EDUCAUSE supports the activities of any subcontractor. EDUCAUSE requires that you include this stipulation in any agreements with subcontractors you engage to assist with the Project.

Indirect Costs. Grant funds may be used to pay indirect costs of up to 10% of the total grant amount. Indirect costs are defined as (1) overhead expenses incurred as a result of the Project, but that are not easily identifiable with the Project, and (2) administrative expenses that are related to overall general operations and are shared among projects and/or functions. Examples of indirect costs include, but are not limited to, executive oversight, accounting, grants management, legal expenses, utilities, and facility maintenance.

Anti-Terrorism. You acknowledge that you are familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism and the terrorist-related lists promulgated by the U.S. Government. You will use reasonable efforts to ensure that you do not support or promote violence, terrorist activity or related training, or money laundering. Such efforts to comply with this provision should not be interpreted to interfere with your commitment to academic freedom and open debate on controversial issues.

II. Compliance and Indemnification

Compliance by All Parties. As the Grantee for the Project, you agree that (1) all agreements with subcontractors to which you pay grant funds will be consistent with the terms and conditions of the Grant Agreement; and (2) all subcontractors to which you pay grant funds shall be in compliance with the terms of the Grant Agreement (including but not limited to all limitations on the use of grant funds). You also agree that any activities in association with the Project or the Proposal will not modify the provisions of the Grant Agreement or constitute the basis for any claim by you against EDUCAUSE. You have obtained all necessary regulatory and governmental licenses and approvals required to pursue the Project.

III. Research Practice Assurances

Limitations on Human Subjects Research. Grant funds may be used for human subjects research, but you must have all appropriate approvals, assurances, and certifications (including, but not limited to, institutional review board (IRB) approvals) as of the date the Grant Agreement is fully executed.

Compliance for All Sites. You agree for each venue in which any part of the Project is conducted, you and your subcontractors shall comply with all laws and regulations applicable to the conduct of the Project (including, but not limited to, any research or other activities that are governed by human subjects guidelines, laws, or regulations), as well as to comply with and assure and gain timely, appropriate prior approval for all activities subject to regulation and/or other types of required assurances, certifications, or legal requirements. All appropriate approvals, assurances, and certifications must be obtained no later than the date the Grant Agreement is fully executed. You acknowledge and agree that, as between you and EDUCAUSE, you take and will have full responsibility for all such compliance, both for yourself and all other sites included in the Project, including without limitation those activities conducted through subcontracts.

IV. Payment and Reporting Schedules

Payment. EDUCAUSE, through its Next Generation Learning Challenges initiative, hereby awards a grant to University of South Florida as Grantee in the amount of **\$225,000.00**. This grant is to be expended over the period of **9/8/2015** through **9/7/2018**. EDUCAUSE will disburse **the first of three** payments of grant funds, in the amount of **\$75,000.00** via check within 14 business days of receipt of the countersigned Grant Agreement. The second payment, in the amount of **\$75,000.00** will be disbursed after receipt of a report on the first 11 months of activity, as described below under Reporting, on or about September 8, 2016. The third payment, in the amount of **\$75,000.00** will be disbursed after receipt of a report on the next 12 months of activity, as described below under Reporting, on or about September 8, 2017.

All grant payments to be made from EDUCAUSE to Grantee hereunder are contingent upon EDUCAUSE's receipt of funding from the Bill & Melinda Gates Foundation and/or any other current or prospective funders, for use by Next Generation Learning Challenges, the EDUCAUSE department managing these grants.

Pending use, the grant funds shall be maintained in a separate fund dedicated to the purposes of the grant. Such a separate fund may be either a physically separate bank account or a separate bookkeeping account maintained as part of your financial records, restricted to the purposes of the Project. All grant funds must be invested in highly liquid investments (such as interest-bearing bank accounts) with the primary objective of preservation of principal so that the funds are available for the Project.

This agreement does not create any obligation of EDUCAUSE to provide any future funding or other support for the Project.

Reporting. You agree to provide EDUCAUSE with a Final Financial and Narrative Report on the award. These should be sent electronically to program officer Nancy Millichap: nmillichap@educause.edu. Reports are due no later than **11/8/2018** (i.e., no later than 60 days after the end of the grant period).

Additionally, you agree to provide EDUCAUSE with two sets of Interim Financial and Narrative Reports on the award, which will be reviewed prior to release of the second and third installment of your grant. These are also to be sent to Nancy Millichap: nmillichap@educause.edu. The Interim Reports are due no later than **8/8/2016** and **8/8/2017** (i.e. no later than 30 days prior to the end of the first and second years of the grant period).

An overview of the guidelines for grant reporting is included in Appendix A, at the end of this grant agreement letter. Finalized reporting requirements will be distributed no later than 30 days before the report due date.

V. Mandatory Participation in NGLC Community and Grant Evaluation Activities

Formal reporting requirements are in addition to, not a substitute for, the knowledge-sharing and community engagement requirements that apply to all EDUCAUSE Next Generation Learning Challenges grantees. EDUCAUSE is guided by the belief that collecting and sharing evidence of what works and

fostering a community of innovators and adopters will result in a robust pool of solutions and greater institutional adoption which, in turn, will dramatically improve the quality of learning experiences in the United States. Therefore, grant recipients are expected to participate actively as members of the grantee community and publicly share information, knowledge resources, findings and lessons learned, and so forth, via the EDUCAUSE website devoted to grantees' work, the Next Generation Learning Challenges website (<http://nextgenlearning.org>), websites and/or other collaboration vehicles organized by Achieving the Dream for the purposes of serving institutions in the network, and other appropriate forums throughout the life of the grant and beyond.

Evaluation. In keeping with the mission of EDUCAUSE's Next Generation Learning Challenges as a learning initiative, all grant recipients will be required to participate in an external evaluation organized by a primary funder of this initiative, the Bill & Melinda Gates Foundation. Participation may include interviews and site visits, and may also include reports separate and apart from the Financial and Program Reports described above. This evaluation will be conducted throughout, and may extend beyond the end of, the NGLC grant period.

You agree to provide certain educational organization-related data (student demographics, achievement data, etc.) and certain aggregate and non-personally identifiable student data for the purposes of measurement, learning and evaluation and for the duration of the grant agreement period. Additionally, you agree that the partners in this program, including the evaluation partner, the Community College Research Center, are permitted to disseminate learning and research results, which will always be shared prior to release.

Guidelines regarding evaluation are included in Appendix B, at the end of this grant agreement letter.

Project Convenings. You agree to participate in the annual convening for the project, should such be held, by sending four representatives including the Principal Investigator (Lead Applicant). In that event, reasonable travel expenses associated with your participation may be paid with grant funds. All travel arrangements must be made in accordance with the travel policy which will be provided with any meeting materials.

Collaboration. In addition to meeting attendance, EDUCAUSE expects that you and other grantees pursuing similar challenges and overarching goals will communicate and collaborate on a periodic basis in achieving progress towards these solutions. EDUCAUSE will identify the other entities with which you should consider collaborating.

Contributions to the Community. EDUCAUSE further expects you as a grantee to become, and to remain throughout the grant period, an active participant in contributing to the community and knowledge base around breakthrough models in higher education so that others can benefit from your experience. Activities constituting such participation include (but are not limited to) writing blog posts for the NGLC/EDUCAUSE blog site, posting materials and/or tools that will be of interest to other model-builders on the grantee's own web-page on the NGLC site, and presenting your work in progress at the conferences of EDUCAUSE or other partner organizations.

Record Maintenance and Inspection. You agree to maintain (and require your subcontractors to maintain) adequate program and financial records to enable EDUCAUSE to easily determine how the grant funds were expended. Such records shall be maintained for at least three years following termination of the Grant Agreement, and will be available for review by EDUCAUSE personnel or our designee upon reasonable notice.

VI. EDUCAUSE Next Generation Learning Challenges Priorities

NGLC Priorities. You understand and acknowledge that EDUCAUSE is making the Next Generation Learning Challenges grant in furtherance of its nonprofit purposes, which include the priorities of ensuring that (a) the knowledge gained during funded projects will be promptly and broadly disseminated to the education community, and (b) the developed product(s) or outcomes be made accessible (with respect to cost, quantity, restrictions, and applicability) to support education for low-income students in state and local education agencies, school districts, other public and private school systems, postsecondary institutions or public libraries, as applicable ((a) and (b) collectively, the “EDUCAUSE Next Generation Learning Challenges Priorities”). You will conduct and manage support of the research, product development, and innovations funded by this grant in a manner that facilitates the achievement of the EDUCAUSE NGLC Priorities and in accordance with the terms below and the EDUCAUSE NGLC Intellectual Property Policy.

Creative Commons. You agree that all documents, written materials, and other content submitted to EDUCAUSE during the period of your EDUCAUSE grant application and grant (e.g., website postings, initial and final proposals, findings, reports, and information generated by you) will be made available to the community under a Creative Commons Attribution license. You acknowledge that you have reviewed and agree to the terms of this license, which is described at <http://creativecommons.org/licenses/by/3.0/us/>.

Open Licenses. You will conduct and manage support of the learning materials, professional development, research, products, and innovations (and intellectual property rights relating thereto) developed using any EDUCAUSE NGLC grant funds (the “Materials”) in a manner that supports the sustainable adoption-at-scale of demonstrably successful technology-enabled products, projects, or service-based solutions and that facilitates the achievement of the EDUCAUSE NGLC Priorities. If your proposal committed to making any Materials available under an open license, then you agree that you will do so (for a list of approved open source licenses for any software, see <http://www.opensource.org/licenses>).

Further, any data sets, models/frameworks, text, and/or multimedia resources—including but not limited to courses or courseware—and findings resulting from the EDUCAUSE-funded project prepared the Grantee may be made available for public presentation on the EDUCAUSE NGLC website (<http://nextgenlearning.com>) and/or other online forums as directed by EDUCAUSE NGLC staff. All such materials will be subject to the Creative Commons license described above.

Grant of Rights to EDUCAUSE. So that EDUCAUSE can further the EDUCAUSE NGLC Priorities, you hereby grant to EDUCAUSE a non-exclusive, irrevocable, perpetual, worldwide, fully transferable, and

sublicensable, fully paid-up license to exercise all intellectual property rights in or to any Materials developed through the use of grant funds from this initiative solely (a) for research or educational purposes; and (b) in furtherance of making such Materials widely available to the public without unreasonable burden (e.g., costs, restrictions on use). Notwithstanding the foregoing, EDUCAUSE will not exercise any rights under subpart (b) above so long as you are using and exploiting the Materials as described above.

As between you and EDUCAUSE, you will retain all rights (including all intellectual property rights) in any learning materials, professional development, research, products, or innovations developed prior to your receipt of NGLC grant funds or independently of any project funded by NGLC grant funds which are incorporated in the Materials; provided, however, that you hereby grant to EDUCAUSE a non-exclusive, irrevocable, perpetual, worldwide, fully transferable, and sublicensable, fully paid-up license to exercise all intellectual property rights relating to such learning materials, professional development, research, products, or innovations solely for the purpose of exercising EDUCAUSE's rights under the preceding section.

You represent and warrant that all investigators supported in whole or in part by funds from the NGLC grant have or will have before receiving any grant funds a written obligation to assign or license all intellectual property created under a NGLC grant to you so that you can deliver to EDUCAUSE the licenses described above.

VII. Publication

Publication. You agree to prepare and publish data sets, models/frameworks, text, and/or multimedia resources—including but not limited to courses or courseware—and findings resulting from the Project for public use on the EDUCAUSE and/or Next Generation Learning Challenges website (<http://nextgenlearning.org>) and/or other online forums as directed by EDUCAUSE Next Generation Learning Challenges staff, all in accordance with the Creative Commons Attribution license. You further agree to do so as soon as practical during the course of the Project and immediately following conclusion of the Project. All investigators supported in whole or in part by funds from this grant must be made aware of this obligation and should be encouraged to publish or otherwise disseminate the Project findings as broadly and promptly as reasonably possible. All publications must include the acknowledgement, "Funded by a grant from EDUCAUSE."

Grant Announcements, Public Reports, and Use of Next Generation Learning Challenges Name and Logo. EDUCAUSE Next Generation Learning Challenges, EDUCAUSE, the Bill & Melinda Gates Foundation, and other partner organizations identified on the EDUCAUSE Next Generation Learning Challenges website may include information on this grant in periodic public reports and may make information about this grant public at any time on their web pages and as part of press releases, public reports, speeches, newsletters, and other public documents. If you wish to issue a press release or report announcing this grant, or otherwise use EDUCAUSE, Next Generation Learning Challenges, or a partner organization's name or logo, please contact EDUCAUSE as outlined in the Grant Agreement at least two weeks before the desired announcement or publication date. You agree to obtain advance approval from EDUCAUSE of the press release and the date of release, or of any other use of the names

or logos of EDUCAUSE's Next Generation Learning Challenges, EDUCAUSE, or any Next Generation Learning Challenges partner organization. EDUCAUSE requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant. Subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or otherwise imply to third parties that the Foundation directly funds or otherwise endorses their activities, except that EDUCAUSE and sub-grantees may communicate that "awards were funded, in part, by generous support from the the Bill & Melinda Gates Foundation."

Entire Agreement; Amendment. The Grant Agreement will constitute the entire agreement and supersedes any prior oral or written agreements or communications between the parties regarding its subject matter. The provisions of the Grant Agreement are severable so that if any term or provision is found for any reason to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining term or provision. The Grant Agreement may be amended or modified only by a mutual written agreement of the parties.

VIII. Term of Offer

Grant award offers are only valid for 10 days. Upon receipt of award notification, you must return a fully executed Agreement to EDUCAUSE postmarked no later than **August 28, 2015**, in order to receive an EDUCAUSE NGLC grant award. Mail to: EDUCAUSE (Attn: Stacy Ruwe), 282 Century Place, Suite 5000, Louisville, CO 80027. Please also email a copy of the signed agreement to Nancy Millichap at nmillichap@educause.edu.

IX. Right of EDUCAUSE to Terminate Grant

EDUCAUSE reserves the right, at its sole discretion, to terminate the grant at any time if Grantee fails to abide by the terms and conditions of the Grant Agreement, fails to make satisfactory progress with respect to the grant objectives, misappropriates EDUCAUSE NGLC funds, or behaves in any other fashion detrimental to the success or effectiveness of EDUCAUSE Next Generation Learning Challenges. Should EDUCAUSE exercise this right, Grantee will be responsible for returning all unspent or misspent funds.

Survival. The following paragraphs shall survive termination of this agreement: Repayment of Unused Grant Funds; Limitations on Capital Assets; Reporting; Record Maintenance and Inspection; Creative Commons; Open Licenses; Grant of Rights to EDUCAUSE; Publication; Grant Announcements, Public Reports, and Use of Next Generation Learning Challenges Name and Logo; and Survival.

X. Other Terms and Conditions

Notification. You will promptly notify EDUCAUSE in writing of any lawsuit brought against you or any proceeding or investigation directed at you by a federal, state, tribal, or local administrative agency or authority that relates to or may have a material effect on the Project.

Approved by an Authorized Representative of the Recipient:

Rebecca Pulg, M.S.
Associate Vice President
USF Research & Innovation

Name (Please Print)

Title (Please Print)

Signature

Date

Rebecca Pulg

3/24/15

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Lynn Cash

Lynn Cash, JD
ATTORNEY - USF

Appendix A

Requirements for Grant Reporting

Financial Reports

Please report all financial information in U.S. dollars. Please use the original budget template as provided for proposal development unless directed otherwise. Interim and Final financial reports must include the following information:

1. Dates covered by the report
2. Total grant funds received
3. Actual expenditures compared to each line item of the approved budget for the use of NGLC funds
4. Explanation of variances between budgeted amounts and actual expenditures
5. Amount of NGLC grant funds remaining unspent at the end of the reporting period

Interim Progress Reports

In five pages or fewer, please provide the following information.

1. Describe activities and accomplishments to date. How do they relate to the original proposed goals?
2. How closely did the activities follow the original workplan and timeframe?
3. Have any major factors or conditions, such as staffing or funding, changed during the reporting period? How have these changes affected the work?
4. Were any programmatic or administrative problems encountered? If so, how did they affect the work? How were they addressed?
5. Do you anticipate a budget revision? Do you anticipate requiring more time to complete the activities?
6. Briefly describe major activities planned for the next phase of the project.

In addition to and at the time of this report by you, NGLC may at its discretion require an interim review of your financial plan's development and outcomes by an entity such as the RPK Group, either independently or as part of the evaluation/study to be organized and managed by the Gates Foundation.

Final Progress Reports

In ten pages or fewer, please provide the following information.

1. Briefly describe activities and accomplishments. How closely did they follow the original workplan and timeframe?
2. Describe the immediate and possible long-term impacts of the activities. How do they relate to the original goals and definition of success?
3. If goals and/or deliverables were not achieved, explain why.
4. Which strategies and/or activities were most effective? Least effective? What would you have done differently?
5. Did any major factors or conditions, such as staffing or funding, change since the grant's inception? How did these changes affect the work?

6. Were any programmatic or administrative problems encountered? If so, describe their effect. How were they addressed?

Appendix B

Evaluation and Data Collection

The Bill & Melinda Gates Foundation, the Helmsley Trust, and all project partners view evaluation as a key element in supporting successful implementation, not only for examining outcomes, but also because it supports continuous improvement and grantee success. Institutions will participate in research activities funded directly by the project's funders, conducted by a research partner selected by them. This research will include both quantitative and qualitative components in order to understand the conditions which accompany successful deployment of iPASS systems and as well as to measure their impact on institutional performance, student outcomes and costs.

Institutions agree to participate in research activities conducted by the selected research partner. The research partner's activities will involve two to three surveys of institutional personnel, faculty, and students over the course of the program. These surveys will be supplemented with telephone interviews or site visits to collect more detailed information from a subset of stakeholders. Institutional sites are expected to assist the researchers by coordinating on survey administration and site visits, helping with logistics, and ensuring that relevant staff and students are provided with time for participation in research activities. For all students, the research partner will provide guidance on a common set of metrics which all institutions will report on including indicators for enrollment, progression and cost, disaggregated by key student characteristics to identify differential impacts on target student populations such as low income, minority status, and remedial need. Measures of institutional efficiency will also be included in the set of outcomes to be monitored. Institutional research staff at the institutions will be expected to provide these data to the research partner three to four times during the course of the grant, with technical assistance from the research partner. Finally, the research partner may partner with some sites to design controlled studies of impact, where appropriate and feasible, and in these cases student unit record data may be requested.

Findings of this evaluation will be shared a broad audience and presented to the press for dissemination and engagement of a broader set of vendors and institutions. The materials generated through the evaluation process will be analyzed by an independent researcher, published to a broad audience, and presented to the press for dissemination to and engagement of a broader set of vendors and institutions.