

**California Community Colleges
eTranscript California System
Institution Agreement**

This Institution Agreement is made and entered into this ___ day of _____, 2014 by and between XAP Corporation (“VENDOR”) and _____ (the “Institution”) with respect to the Institution’s participation in an electronic transcript exchange system (the “eTranscript California System”) that is being designed, developed, operated and maintained by VENDOR for Butte-Glenn Community College District (“CLIENT”), acting for the California Community College System (“CCC”).

CLIENT has engaged VENDOR to design, develop, operate and maintain the eTranscript California System. The eTranscript California System will permit transcript data maintained by the Institution, other California Community Colleges and such trading partners as CLIENT may authorize (collectively “Source Institutions”) to upload academic transcripts to the eTranscript California System for release to California Community Colleges and trading partners authorized by CLIENT who are participating in the eTranscript California System (collectively “Target Institutions”). The Institution and other Source Institutions will be able to upload academic transcripts to the eTranscript California System so that a student’s transcript will be transmitted to the designated Target Institution when that Target Institution next downloads transcripts from the eTranscript California System. The Institution and other Target Institutions will be able to download from the eTranscript California System academic transcripts uploaded by a Source Institution for release to the Target Institutions, respectively. In its capacity as both a Source Institution and a Target Institution, the Institution will be able to initiate requests that specific transcripts be sent by Source Institutions to Target Institutions, so long as the Institution is either the Source Institution or the Target Institution with respect to each such request.

The Institution has indicated that it desires to participate in the eTranscript California System, and VENDOR has agreed to provide to the Institution the tools necessary to participate in the eTranscript California System and thereby request the initiation of transcript transactions, receive electronic transcripts from other Source Institutions and send electronic transcripts to other Target Institutions, provided that the Institution executes this Agreement and performs in accordance with the terms hereof.

1. VENDOR shall configure its Control Center, located at control.xap.com (the “Control Center”), to enable the Institution and other Target Institutions to upload transcript data to the eTranscript California System by using the Control Center. VENDOR operates the Control Center for postsecondary educational institutions participating in Internet based systems that VENDOR operates, including Target Institutions participating in the eTranscript California System. VENDOR shall make transcript download preferences available to the Institution, as a Target Institution. The eTranscript California System will make available to the Institution for electronic download from the eTranscript California System those transcripts that are to be transmitted to the Institution. An electronic data interchange (“EDI”) project, which is automatically generated within the Export Wizard, will be made available to the Institution. The Institution may either use the automatically generated EDI project or develop a custom EDI project using the Export Wizard. The Institution may automatically upload transcript data to its student information systems (“SIS”) by using the Export Wizard to create customized file formats. In order to access the transcript files, the Institution must have access to the Internet. The transcript download functionality will provide the Institution with the following download options:

- (a) PESC/ANSI X.12 College Transcript standard

- (b) The CCC extension (or implementation) of the PESC/ANSI X.12 College Transcript standard
- (c) EDI TS130
- (d) PDF format

2. VENDOR shall configure its Control Center to enable the Institution and other Source Institutions to upload transcript data to the eTranscript California System by using the Control Center. VENDOR shall make transcript upload preferences available to the Institution, as a Source Institution, through the Control Center. In order to upload transcript files to the eTranscript California System, the Institution must have access to the Internet. The transcript upload functionality will provide the Institution with the following upload options:

- (a) PESC/ANSI X.12 College Transcript standard
- (b) The CCC extension (or implementation) of the PESC/ANSI X.12 College Transcript standard
- (c) The CCC Transcript ASCII Extract File structure

3. VENDOR shall configure its Control Center to enable the Institution and other Target Institutions and Source Institutions to request that a transcript be transmitted through the eTranscript California System by a Source Institution to a Target Institution, one of which is the requesting institution. VENDOR shall make request/response preferences available to the Institution through the Control Center. In order to request that a transcript be transmitted through the eTranscript California System by a Source Institution to a Target Institution, the Institution must have access to the Internet. The request/response functionality will provide the Institution with the following upload options:

- (a) PESC/ANSI XML standard for the request/response transaction set
- (b) The CCC electronic transcript request ("Data_Dictionary.doc" at <http://etranscriptca.org/>)

4. VENDOR shall establish a private, secure web-interface for the Institution that will provide access to the eTranscript California System and the ability to upload transcript files to the eTranscript California System for transmission to Target Institutions, to download from the eTranscript California System transcript files being directed to the Institution by Source Institutions, and to initiate a request that a transcript be transmitted through the eTranscript California System by a Source Institution to a Target Institution, one of which is the Institution.

5. VENDOR shall make technically competent personnel and appropriate equipment available for the purpose of creating the eTranscript California System and administering the eTranscript California System process for the Institution over the Internet. VENDOR will create the eTranscript California System in accordance with the professional standards of the software industry.

6. The Institution agrees to accept and process transcripts received through the eTranscript California System as official transcripts in connection with all Institution business and further agrees that any transcripts it submits to the eTranscript California System for transmittal to other Target Institutions shall be accurate transcripts of the records of the students to which they relate upon which the Target Institutions may rely.

7. The fees associated to the Institution's participation in the eTranscript California System shall be as hereinafter set forth in this Section 7. There are two components to the price.

The first component is the price for installing the eTranscript California System, which is a one time charge with the amount varying based upon when installation occurs. This installation fee will be

waived with respect to the Institution if the Institution has previously installed and is currently participating in or contemporaneously installs the CCCApply online application system.

Date of Installation

Installation Price

The second component is the price associated with the operation and maintenance of the eTranscript California System.

For _____:

<u>Period of Operation</u>	<u>Operations Price</u>
July 1, 2014 – June 30, 2015	\$6,145.00
July 1, 2015 – June 30, 2016	\$6,145.00

In the event the Institution participates in the eTranscript California System for a portion of an operation and maintenance period that is not precisely one year, the price for operation during such period shall be pro rated on a linear basis for the period of participation based on the annual fees set forth in the preceding table.

CLIENT shall pay the fees for the Institution’s participation in the eTranscript California System so long as the following two conditions are met:

- a. CLIENT continues to receive the grant funds for the use of the eTranscript California System by California Community College District institutions; and
- b. Institution does not remain in BETA for longer than one year.

Should funding to the CLIENT be terminated, for any reason, the Institution shall be solely responsible to VENDOR to pay the fees associated to their participation in the eTranscript California System.

If the Institution is installed to BETA and Institution does not move to the LIVE environment and actively use the eTranscript California System within one year, then the Institution will no longer be eligible for grant funds to be paid on their behalf by CLIENT and will be solely responsible for any fees owing to the VENDOR.

8. The Institution hereby appoints VENDOR as its agent for the limited purpose of transmitting transcripts on behalf of the Institution to other postsecondary educational institutions participating in the eTranscript California System upon the request of the student to whom the transcript relates, which request includes a representation by the student that he or she seeks or intends to enroll in the postsecondary educational institution to which the transmittal of the transcript is being requested. VENDOR hereby agrees that it will utilize the information contained in transcript files submitted by the Institution to the eTranscript California System only for said purpose.

9. VENDOR shall use the transcript data submitted to the eTranscript California System by the Institution only in accordance with the provisions of (i) this Institution Agreement and (ii) all applicable laws governing the privacy of such information.

10. The information, ideas, concepts, content, know-how, technologies and other intellectual property developed by VENDOR and utilized in connection with the creation of the eTranscript California System and all other aspects of the design, development, operation and maintenance of the eTranscript California System, including but not limited to the source code, data processing, original artwork, graphic design, trademarks, and the specialized tools utilized to develop and maintain the software utilized in connection with the eTranscript California System, shall under all circumstances be and remain the sole property of VENDOR. The Institution is not authorized for any

reason whatsoever to perform reverse engineering of such software by any means, including disassembly, decomposition, or any other means or mechanism, and the Institution agrees not to engage, directly or indirectly, in any such reverse engineering.

11. The information, ideas, concepts, content, know-how, technologies and other intellectual property provided by the Institution and utilized by VENDOR in connection with the eTranscript California System shall under all circumstances be and remain the property of the Institution.

In Witness Whereof, the undersigned have executed this Institution Agreement as of the date first above written.

INSTITUTION NAME

By_____

Name_____

Title_____

Date:_____

XAP Corporation

By_____

Name_____

Title_____

Date:_____