



*Complete and submit this form, along with any supplemental documentation, to the Office of the President by 5:00pm on the seventh day prior to the Board meeting.*

**Date of Board Meeting:** August 19<sup>th</sup>, 2025

**Subject:** Ellucian Banner - Oracle Database Licenses

**Recommendation:** Approve the Ellucian Banner Oracle Database Licenses for FY 2026

**Background and Rationale:**

The on-premise Ellucian Banner software requires the use of Oracle application software for data management. The current license is required to maintain our student information system server environment and support data warehousing needs from August 1, 2025 through July 31, 2026 covering the transition period for the Oracle SaaS migration.

The College is a member of the Texas Connection Consortium (TCC), which holds an Interagency Contract for Services for FY2026 with Lamar Institute of Technology (LIT). LIT holds a Master Agreement with Ellucian which allows TCC members to utilize that Interagency Contract to satisfy State of Texas bid requirements, as outlined in Texas Education Code 44.031 Section a, (4).

The license was budgeted for as part of the FY 2026 IT budget.

**Cost and Budgetary Support:** \$93,629 (FY26 Operating Budget – IT Software)

**Strategic Priority Alignment:**

☐ Student Success  
☒ Resource Optimization

☐ Community Impact  
☒ Institutional Excellence

**Resource Person(s):** Kettida Vasiknanon, Vice President of Information Technology

**Signatures:**

Cabinet-Level Supervisor

Date

**President's Approval:**

President

Date

**TEXAS CONNECTION CONSORTIUM  
ORDER FORM**

LIT Control Number:	
TCC Member Name	<b>Wharton County Junior College</b>
	("Client" or "the TCC Member")
Underlying Agreement:	This Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (the "2022 Master Agreement"), as thereafter amended, between: The State of Texas, acting by and through <b>Lamar Institute of Technology</b> ("LIT"), as successor-in-interest to Texas A&M University - Corpus Christi and as an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and <b>Ellucian Company LLC</b> ("Ellucian"). All terms and conditions of the 2022 Master Agreement are applicable to this Order Form.

This Order Form is made by and between **ELLUCIAN COMPANY LLC** ("Ellucian") and the TCC Member identified above. This Order Form will constitute a separate and independent contract between the parties hereto. Capitalized terms in this Order Form shall have the same meaning given to such terms within the 2022 Master Agreement unless redefined herein.

Licenses granted pursuant to this Order Form (if any) are for Client's internal use only, on Equipment residing within the United States, and are subject to all use restrictions and limitations set forth in the 2022 Master Agreement and this Order Form, including referenced attachments. Ellucian's grant of license(s) to Software may include (as applicable based upon the products identified in the table below) a non-exclusive, non-transferable license to use Software licensed on a perpetual or Term License basis and/or a non-exclusive, non-transferable license to access and use Cloud Software. Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Software Support Services, Professional Services and/or Managed Cloud Services identified in this Order Form. Where a number of hours is specified within this Order Form for Ellucian's delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services.

**Software Term** (applicable only to Software Support Services, Cloud Software, Software licensed under a Term License, Managed Cloud Services, and Modification Maintenance Services): The "Software Term" shall mean the period commencing on the Beginning Date(s) and ending on the Expiration Date(s) as such dates are identified in the table(s) below. Following the Software Term specified herein, unless the parties have negotiated a new agreement or an extension or modification to the terms hereof, Ellucian shall have no obligation to deliver or perform Software Support Services, Cloud Software, Software licensed under a Term License, Managed Cloud Services, and/or Modification Maintenance Services, and therefore, Client shall have no prospective (new) liability for payment for same beyond the Expiration Date.

<b>TERM SOFTWARE (includes Software Support Services at the Advantage Plus Maintenance Level) <sup>1</sup></b>			
<b>Description</b>	<b>Beginning Date</b>	<b>Expiration Date</b>	<b>Fee</b>
Oracle (Perpetual Bundle) includes: <ul style="list-style-type: none"> <li>• Oracle Database Enterprise Edition (6 Processors)</li> <li>• Oracle Diagnostics Pack (6 Processors)</li> <li>• Oracle Tuning Pack (6 Processors)</li> </ul>	August 1, 2025	July 31, 2026	Included
<b>TOTAL (for Contract Year ending July 31, 2026)</b>			<b>\$77,252</b>



SOFTWARE SUPPORT SERVICES - Continuing Perpetual Software (Advantage Maintenance Level) <sup>1, 2</sup>			
Description	Beginning Date	Expiration Date	Fee
Oracle Maintenance: <ul style="list-style-type: none"> <li>Relational Database System (4 Processors and 20 Named Users Plus)</li> <li>Programmer (2 Named Users Plus)</li> <li>Diagnostics Pack (4 Processors)</li> <li>Tuning Pack (4 Processors)</li> </ul>	September 1, 2025	December 31, 2025	Included
Banner ePrint Site License	September 1, 2025	December 31, 2025	Included
Automatic Linux Std Package (2 Automation Engines 1 Banner Agent and GAP	September 1, 2025	December 31, 2025	Included
<b>PRORATED FEE (for partial initial Contract Year ending December 31, 2025)</b>			<b>\$16,377</b>

**Notes:**

<sup>1</sup> For a description of the product details and applicable terms of service, see the Product Specifications at [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation).

<sup>2</sup> For the avoidance of doubt, the parties intend to terminate Software Support Services for these products effective as of December 31, 2025 such that neither party will owe the other any new obligations with respect to same from and after that date. The fees shown in the table above reflect the termination of Software Support Services for such products as of December 31, 2025. No further action is needed from Client to terminate Software Support Services.

**Contract Year.** The term "Contract Year" means each period of twelve (12) months commencing on September 1 (or August 1, as applicable) during the Software Term.

**Invoicing.** Ellucian's obligation to provide credits (if any) under this Order Form is conditioned upon Client remaining current on all fees payable under the Agreement. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice:

- on an annual basis, in advance of each applicable Contract Year consisting of twelve (12) consecutive months beginning August 1 during the Software Term for Term Software and beginning September 1 for Software Support Services (fees for a partial initial Contract Year will be prorated as detailed in the Table(s) above).

**Payment Terms:**

- TCC Contract Administrator Fee.** Pursuant to the terms of the 2022 Master Agreement and interagency agreement(s) between LIT and the TCC Members, LIT shall charge an additional 2% administrative fee to the TCC Member(s) pursuant to the terms of Exhibit E, which fees are not stated in this Order Form but are nonetheless recoverable by TCC from the TCC Member.
- Term Software:** Ellucian will invoice LIT for the Term License subscription fees and LIT shall pay each invoice under the 2022 Master Agreement. The TCC Member will be invoiced by LIT for the annual Term License subscription fee amounts and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.
- Software Support Services Including Maintenance:**
  - (a) For the Software described in the Software Support Services Table above, Ellucian's obligation to provide Maintenance and LIT's obligation to make payment for such Maintenance shall each commence on the Beginning Date ("Commencement Date") and continue through the Maintenance Expiration Date specified in the Maintenance Table

above, inclusive. The Total Base Year Maintenance Fee stated above is the total that would be due from LIT for Maintenance fees for the initial full twelve (12) month period; however, if applicable, LIT shall pay a prorated portion of the Total Base Year Maintenance Fee to cover the Maintenance fees due hereunder from the Commencement Date through the end of the partial, initial Contract Year.

(b) Ellucian will invoice LIT, the Contract Administrator, for the Maintenance fees and LIT shall pay to Ellucian each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT for the Maintenance fees. The TCC Member shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

**Publicity.** From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this Order Form, the terms of the 2022 Master Agreement will take precedence and control. Any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the 2022 Master Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

ELLUCIAN	LAMAR INSTITUTE OF TECHNOLOGY
By:	By:
<i>Authorized Signature</i>	<i>Authorized Signature</i>
Name:	Name:
<i>Printed</i>	<i>Printed</i>
Title:	Title:
Date:	Date:

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before August 31, 2025.

**CONFIRMATION OF ORDER FORM:** By signing below, TCC Member hereby directs LIT to enter this order to Ellucian. TCC Member is responsible for making all payments as requested by LIT in a timely manner in accordance with this Order Form and to otherwise comply with the 2022 Master Agreement and the Interagency Agreement between LIT and TCC Member.

<b>TCC MEMBER</b>	
<b>NAME OF INSTITUTION:</b> Wharton County Junior College	
For TCC Member Use: Purchase Order Reference Number (if applicable):	
By: _____	
<i>Authorized Signature</i>	
Name: _____	
<i>Printed</i>	
Title: _____	
Date: _____	

Client's Billing Contact Information appears below.

<b><u>Client Accounts Payable Contact Information:</u></b>	<b><u>Client Cloud Software Provisioning Contact Information:</u></b>
<b>Name:</b>	<b>Name:</b>
<b>Address:</b>	<b>Title:</b>
<b>City, State, Zip:</b>	<b>Email:</b>
<b>Email Address:</b>	
<b>PO# (if applicable)</b>	