

Complete this form and submit it to the Office of the President by 5:00 pm on the eleventh day before the following Tuesday meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version *as long as you follow the format specified below.*

Date of Board Meeting: November 21, 2017 Date of This Proposal: November 8, 2017

SUBJECT (item as it will appear on agenda):

Ratify the 3 year agreement with Adobe for the Adobe Suite software license.

RECOMMENDATION:

Ratify the 3 year agreement with Adobe to provide software license for Adobe Suite at an annual cost of \$20,956.00.

BACKGROUND/RATIONALE:

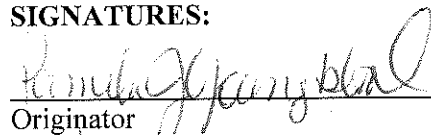
The Adobe software license agreement through the Texas Community College Teachers Association provides employees usage of all programs in the Adobe Suite. The total cost for the 3 year period is \$62,868.00. The cost for each of the 3 years is \$20,956.00

Estimated Cost and Budgetary Support (how will this be paid for?): \$20,956.00
Current Unrestricted Operating Budget for 2017-2018

RESOURCE PERSON(S) [name(s) and title(s)]:

Pamela J. Youngblood, Vice President of Technology and Institutional Research

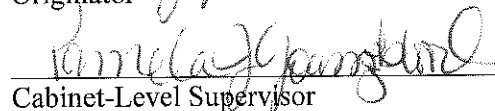
SIGNATURES:



Originator

11-8-2017

Date

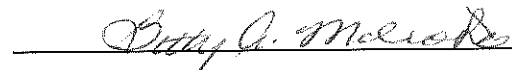


Cabinet-Level Supervisor

11-8-2017

Date

PRESIDENT'S APPROVAL:



Date

11-8-2017

Date

Exhibit A

Consortium Member Enterprise Term License Sales Order

Products and Services Pricing Details.

Line Number	Adobe SKU	Product Description	Annual Unit Fees (per FTE)	Quantity	Annual Instalment Fee (Unit Fees x Quantity)
01.	65272754MA	Adobe Sign-Enterprise Transactional*	\$1.00		
02.	65272755MA	Adobe Sign-Enterprise EDU T3**	\$18.00		
03.	65275416MA	Creative Cloud ALL MLP Ed Subscription ALL 20G HED L4 EDO	\$52.00	403	\$20,956.00
04.	65280293MA	Creative Cloud ALL MLP Ed Subscription ALL 20G HED STU L4 EDO	\$55.00		
05.	65256953MA	Creative Cloud ENT ALL MLP Ed Subscription ALL 0G HED L4 1S (Labs/Classrooms)	\$0.00		
06.	65258105MA	Captivate ALL MLP Term w Maint & Gold ALL 1S ETLA	\$90.00		
07.	65258106MA	Presenter Licensed ALL WIN Term w Maint & Gold ALL 1S ETLA	\$65.00		
08.					
Total License Term Fees (Annual Instalment Fee X Number of Years Left Remaining in License Term):					\$62,868.00

Adobe Sign-Enterprise Transactional*:

Customer will be invoiced for excess Transactions and these additional Transactions will be billed at the unit price of <Insert price> per Transaction. Unless stated otherwise, Transactions are aggregated amongst users, and do not carry over from one 12-month period to the next. The dates set forth in the pricing table represent the best estimates of the License Term Start Date and License Term End Date but such dates will be adjusted based on the actual delivery date of login credentials to access the Products and Services.

Adobe Sign-Enterprise EDU T3:**

During each 12-month license period, each Licensed User is permitted to send 50 Transactions. Transactions are aggregated among all licensed users, and do not carry over from one 12-month license period to the next.

Terms and Conditions

1. This agreement ("Agreement") consists of (A) this Sales Order, and (B) the parts of the Adobe Enterprise Licensing Terms available at <http://www.adobe.com/legal/terms/enterprise-licensing.html> (2016v1) consisting of the General Terms and the applicable Product Specific Licensing Terms. Adobe is an intended third party beneficiary of this Agreement between Consortium and Consortium Member and has a right to enforce its terms against Consortium Member. Consortium Member will be deemed a "Customer" as such term is used in Adobe Enterprise Licensing Terms.

2. The following capitalized terms are defined as follows:

(A) "Consortium" means the entity that has entered into a sales order with Adobe for the purchase of Products and Services and is authorized to make the Products and Services identified in this sales order available to Consortium Member.

(B) "Consortium Member" means that educational institution that meets the education eligibility criteria for Adobe's education programs described at <http://www.adobe.com/education/administrators/how-to-buy-eligibility.edu.html>

(C) "Enterprise" means all of the Faculty Members and Staff Members of Consortium Member's enterprise excluding any Consortium Member with organizations or operations within certain nations that have service or functionality limitations as identified in the applicable Product Specific Licensing Terms.

(D) "Faculty Member" means a then-current employee or independent contractor of a Consortium Member whose primary job duties consist of providing educational instruction to students.

(E) "Full Time Equivalent" or "FTE" means the number of full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2).

(F) "Staff Member" means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member's educational operations to faculty.

(G) "Student" means an individual enrolled part-time or full-time in a degree-granting program or an academic course of study by Consortium Member.

3. For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details section, Consortium Member may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members without the need for a unique log-in identifier; Consortium Member represents and warrants that as of the Effective Date, the total aggregate FTE Count is 403; a non-binding estimate of Computers located in computer labs and classrooms on which Consortium Member intends to install the Products and Services is; and a non-binding estimate of Faculty Members and Staff Members that Consortium Member intends to authorize as a User of the Products and Services is 403. If Consortium Member's FTE Count increases by 5% or more from the last established FTE Count ("Growth Event"), then Consortium Member must notify Consortium in writing within 14 days.

4. Consortium Member may deploy the quantity of Products and Services in accordance with the license metric specified within the Products and Services Pricing Details throughout its Enterprise. If an individual ceases to be a Faculty Member, Staff Member during the License Term or no longer needs to use a Product or Service, and Consortium Member de-installs the Product or Service from the Enterprise-owned Computer of that individual, a different Faculty Member, Staff Member may then use a new unique identifier without being deemed an additional User. Consortium Member must report to Consortium any deployment of the Products and Services in excess of the quantities previously purchased using the form found at www.adobe.com/go/trueup. Such reports are due to Consortium 14 days prior to each anniversary of the start date of the License Term. Adobe will bill Consortium, who may in turn invoice Consortium Member in arrears 50% of the true-up fee for each additional deployment identified in the report and 100% of the true-up fee for each year (if any) remaining under this Sales Order. True-up fees for the purchase of additional licenses will be:

Adobe Product and Services	Unit Price
Captive ALL MLP Term w Maint & Gold ALL 1S ETLA	TBD
Presenter Licensed ALL WIN Term w Maint & Gold ALL 1S ETLA	TBD

5. Consortium Member may permit the deployment of the quantity of Products and Services identified in the Products and Services Pricing Details for use by Consortium Member's Students. A Student is permitted to deploy the Products and Services on one non-Enterprise owned Computer which may be accessed by such individual using a unique log-in identifier. If an individual ceases to be a Student during the License Term, such individual must de-install its copy of the Products and Services and cease usage. Consortium Member must manage the allocation of Student licenses through the use of the licensing dashboard provided with the Products and Services ("Adobe Dashboard"); Consortium Member permits Adobe to obtain, and Vendor to release, any information relating to the use and deployment of the Products and Services by Students. If Consortium Member is managing the Student licenses through the Adobe Dashboard, Consortium must report any deployment of the Products and Services in excess of the quantities previously purchased by each Consortium Member using the form found at www.adobe.com/go/trueup. Such reports are due to Consortium 14 days prior to each anniversary of the start date of the License Term. Adobe will invoice Consortium, who in turn may invoice Consortium Member, in arrears for 50% of the license fee ("True Up Rates") for each additional deployment identified in the report and must pay 100% of the True-up Rates for each year (if any) remaining under this Sales Order.

Adobe Products and Services	Unit Price
Creative Cloud ALL MLP Ed Subscription ALL 20G HED STU L4 EDO	TBD

By signing below, each party acknowledges that it has carefully read and fully understood the terms of this Agreement, which will become effective upon the date of the last signature (the "Effective Date").

Consortium:
Texas Community College Teachers Association (TCCTA)

Sign

Print:

Title:

Date:

Address:

Contact:

Company Seal:

(If Consortium is in possession of an official seal and it is customary in Consortium's country for contracts to be sealed)

Purchase Order
Number:

ECCID:

Consortium Member:
Wharton County Junior College

Sign

Print: *Betty A. McCrohan*

Title: *President*

Date: *10/18/17*

Address: 911 E Boling Hwy.
Wharton, TX 77488
US

Contact: Pam Youngblood