



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

FF-1.

MEETING DATE

Dec 6 2016 10:15AM - Regular School Board Meeting

AGENDA ITEM

OPEN ITEMS

CATEGORY

FF. OFFICE OF ACADEMICS

DEPARTMENT

CTACE

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

TITLE:

Agreement between The School Board of Broward County, Florida and Certiport, a business of NCS Pearson, Inc

REQUESTED ACTION:

Approve the continuation Agreement between The School Board of Broward County, Florida and Certiport, a business of NCS Pearson, Inc. The term of this agreement shall be for a period of one (1) year from the date it is fully executed by both parties.

SUMMARY EXPLANATION AND BACKGROUND:

Certiport is the industry certification and digital tool licensing agency that provides students in all of our schools that offer these industry certifications with online practice and the required skills for industry certification in career technical programs that exist in our middle, high and technical magnet schools.
See Supporting Docs for continuation of Summary Explanation and Background.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☒ Goal 1: High Quality Instruction ☐ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is a financial impact of \$720,335.16. The source of funds is the Carl D. Perkins Secondary Grant for \$520,335.16 and Operational Fund: CTE Expansion Plan (2017 Priority) for \$200,000.

EXHIBITS: (List)

(1) Cont Summ and Background (2) Certiport Exec Summ (3) Certiport Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Enid Valdez

Phone: 754-321-8444

Name:

Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature

Daniel F. Gohl

11/28/2016, 12:23:54 PM

Approved In Open
Board Meeting On:

DEC - 6 2016

By:

Abby M. Freedman
School Board Chair

Electronic Signature

Form #4189 Revised 07/16

RWR/ DG/EV:jt

Continuation of Summary Explanation and Background

FF-1 – Agreement between The School Board of Broward County, Florida and Certiport, a business of NCS Pearson, Inc. (summary explanation and background con't)

Certiport is a sole provider of the products that facilitates teacher training, student practice of industry certification exams, and student industry certification attainment in the following: Microsoft Office Word, Excel, PowerPoint, Access and Outlook; Adobe Dreamweaver, Photoshop (Creative Cloud), Flash, Premier-Pro, InDesign; Intuit QuickBooks; AutoCAD User, AutoCAD Professional, AutoCAD User Revit, AutoCAD Professional Revit, AutoCAD User Inventor, AutoCAD Professional Inventor, AutoCAD Professional Civil, IC3, Spark and Microsoft Technology Associate.

As a point of reference, if all exams reported to the FLDOE through the Certiport delivery system last year, were purchased individually, the approximate cost would have been in excess of \$1,050,000.

The return on investment last year resulted in over 1.8 million dollars in FTE bonus funding that went directly back to schools to maintain and expand CTE program opportunities for our students.

CERTIPOINT AUTHORIZED TEST CENTER™ AGREEMENT

This CATC™ AGREEMENT (the "Agreement"), is entered into as of _____ (the "Effective Date"), by and between NCS Pearson, Inc., a corporation organized under the laws of the State of Minnesota, United States of America, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437 ("Certiport"), and The School Board of Broward County, Florida a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 ("SBBC" or "Licensee") recognized hereinafter as a "CATC™,"

WHEREAS, Rule 6A-1.012 11(b), Florida Administrative Code, states that the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), Florida Statutes and SBBC Policy 3320 (II) (H), for the purchase of educational services and any type of copyrighted materials including computer software where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency or a recognized educational institution; and

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and

WHEREAS, SBBC hereby agrees to purchase copyrighted materials and computer software from Certiport; and

WHEREAS, SBBC owns and operates a testing center with facilities that meet Certiport's testing center technical requirements, as well as the CATC™ Guidelines, Policies, and Procedures described in **Exhibit A** and SBBC desires to have its facility recognized and appointed by Certiport as a "CATC™" in the Territory and/or Sector(s) as described in **Exhibit B**.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**. The following terms shall have the following meanings for the purpose of this Agreement:
 - 1.1. **"Assessment Exam"** means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the Examinee with respect to the subject matter thereof.
 - 1.2. **"Certification Exam"** means a proctored certification examination intended, if passed, to attest to the competence of the Examinee with respect to the subject matter thereof.
 - 1.3. **"CATC™"** means Certiport Authorized Test Center, a party authorized pursuant to a license granted by Certiport to act as a testing center under the name "CATC™" to administer the Certiport Pathway Solutions and Methods.
 - 1.4. **"CERTIPOINT AUTHORIZED TEST CENTER AGREEMENT"** means the agreement between Certiport and a CATC™ authorizing the CATC™ to administer and deliver Assessment Exams and Certification Exams using the "CATC™" name.
 - 1.5. **"CATC™ Policies, Guidelines and Procedures"** or **"the Guidelines"** are minimum standards that Certiport requires all CATC™s meet and which are designed to ensure that Examinees are afforded the best possible training and examination environment, as further described in **Exhibit A**.

Certiport Authorized Test Center (CATC™) Agreement

- 1.6. "Certiport Exam Proctor" or "Proctor" means an individual who shall be trained by the CATC™ to be responsible for ensuring that Exams are conducted according to Certiport's standards.
- 1.7. "Certiport Authorized Partner (CAP)" or "CAP" means a company that meets the criteria for regional or sector-level in-country sales, marketing, training and support of Certiport Pathway Solutions & Methods to customers "CAP Solution Provider" or "CAP Solution Provider" means a company that meets the criteria for country-level sales, marketing, training and support of Certiport Pathway Solutions & Methods to Certiport Authorized Partner (CAP)s.
- 1.8. "Certiport Pathway Solutions & Methods" or "Pathway Solutions & Methods" means the Certiport Products and Services as well as the training materials, systems training, operation and installation methodologies related to the Programs and/or Certiport Products and Services.
- 1.9. "Certiport Products and Services" or "Products or Services" means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests, Solution Pak(s) and related products and services developed or distributed by Certiport from time to time.
- 1.10. "Certiport Technology" is defined as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and Certiport Products and Services developed and owned or licensed by Certiport. As between the parties, Certiport has and shall retain exclusive ownership of all rights, title and interest in and to Certiport Technology. To the extent that SBBC may be deemed to have any ownership interest in or to the Certiport Technology, SBBC hereby assigns and transfers to Certiport all such rights, title and interest that SBBC may have in such materials. SBBC acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Certiport Technology or any derivative work based thereon, and that this Agreement does not create or vest in it any right, title or interest in the Certiport Technology, or any derivative work based thereon. Certiport expressly reserves all rights in the Certiport Technology not expressly granted to SBBC in this Agreement.
- 1.11. "CATC™ Requirements" means minimum technical standards required by Certiport to be possessed by CATC™s in order to ensure an appropriate and effective education and testing environment for Examinees. Certiport reserves the right to change the CATC™ Requirements, set forth at (<http://www.certiport.com/portal/common/pagelibrary/techRequirements.htm>) from time from time and shall notify SBBC of said changes. CATC Requirements as of October 11, 2016 are attached hereto as Attachment 4.
- 1.12. "Day(s)" means business days and not calendar days, unless expressly stated.
- 1.13. "Effective Date" means the date set forth in the first paragraph above.
- 1.14. "Examinee" means the end user of the Certiport Pathway Solutions & Methods.
- 1.15. "Exams" means Certification Exam(s) and/or Assessment Exam(s).
- 1.16. "Exam Expiration Date" means the last date on which an Exam within a particular Program may be administered by a CATC™.
- 1.17. "Material Breach" means a breach of a significant term or terms in this Agreement.
- 1.18. "Practice Tests" means Certiport-owned or licensed products that prepare Examinees for Certification Exams by simulating the look, feel, timing and scoring of Certification Exams.
- 1.19. "Programs" means the Certification Exam and/or Assessment Exam product groupings that SBBC has elected to participate in through Certiport's internet application process.

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Such Program(s) is/are described in the Program Addendum(s), which is/are attached hereto as **Exhibit A** and incorporated herein by reference.

- 1.20. **"Programs Sponsors"** means any company or organization which Certiport represents, including Certiport itself, for the purposes of developing and/or selling Certiport Products and Services.
 - 1.21. **"Sector"** means the market sectors described in **Exhibit B** attached thereto and hereby incorporated by this reference.
 - 1.22. **"Software"** means all software provided by Certiport to the CAP Solution Provider or to CATC™s™ in the Territory, including without limitation, Certiport iQSystem™, CPS, and other software related to the delivery and administration of Certiport Products and Services.
 - 1.23. **"Solution Pak(s)"** means a combination of Certiport Products and Services combined together as one product to assist in selling a complete certification solution.
 - 1.24. **"Support Staff"** has the meaning set forth in Section 5.1.
 - 1.25. **"Territory"** means the geographic area described in **Exhibit B** attached hereto and hereby incorporated by this reference.
 - 1.26. **"Training Materials"** means any materials in electronic or paper format used for either teaching Examinees the skills covered in Certiport Products and Services, or for training CATC™ employees how to effectively use and incorporate Certiport Pathway Solutions & Methods.
2. **License.** Certiport hereby grants to SBBC a limited, non-exclusive, non-transferable, non-assignable limited license and right to hold itself out to the general public as a CATC™, subject to the terms and conditions of this Agreement. SBBC agrees to, in all instances, abide by the terms of Certiport's logo license agreement attached hereto as **Exhibit C**, and in the event that certain Certiport Program Sponsors require SBBC to do so, SBBC agrees to execute and abide by that SBBC's logo license agreement, attached hereto in numerical succession as **Exhibit C-1, C-2, and C-3**.
 3. **No Authority of SBBC.** This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between SBBC and Certiport. No party shall have any right to obligate or bind the other party in any manner whatsoever. All personnel of SBBC, including full and part-time employees and independent contractors, are and shall be considered employees or agents of SBBC, as applicable. SBBC assumes sole and full responsibility for their acts and omissions as such acts and omissions may impact Certiport. SBBC shall at all times during the term of this Agreement maintain such supervision, direction and control over its personnel and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto (including, if applicable, the withholding and/or payment of all Federal, State and local income, unemployment, social security and other payroll taxes), workers' compensation, disability benefits and all other additional legal requirements of like nature applicable to such personnel.
 4. **Duties of SBBC.**
 - 4.1. **General Business Conduct.** SBBC agrees not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Should SBBC fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the name, goodwill, reputation or image of

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Certiport or any of its affiliates, such conduct shall constitute a Material Breach and shall entitle Certiport to terminate this Agreement pursuant to Section 10.2.1 below.

- 4.2. Territory and Sector Restrictions. SBBC understands and agrees that it shall serve only the Territory and Sectors(s) referenced in **Exhibit B** and no other without the prior written consent of Certiport. Breach of this provision shall entitle Certiport to terminate this Agreement pursuant to Section 10.2.1 below.
- 4.3. Compliance With CATC™ Policies. SBBC understands and agrees that it must meet the standards set forth in "CATC™ Policies, Guidelines and Procedures" attached hereto as **Exhibit A** and incorporated herein by reference. SBBC understands that the Guidelines are designed by Certiport to ensure an appropriate environment for delivery of the Certiport Products and Services and to protect the reputation of Certiport, and SBBC's agreement to obey the Guidelines is a material inducement to Certiport to enter into this Agreement with SBBC. SBBC understands and agrees that Certiport has the right, in its sole discretion, to amend the Guidelines from time to time and shall inform SBBC of any changes via email. If changes are made to Guidelines, Certiport and SBBC agree to amend this Agreement to reflect the changes. SBBC's failure to comply with the Guidelines shall entitle Certiport to terminate this Agreement pursuant to Section 10.2.1 below.
- 4.4. Initial Purchase Requirement. Within thirty (30) days after the Effective Date of this Agreement, SBBC must purchase the minimum number Exams or Solution Paks of Programs specified in **Exhibit B**, the terms of which are incorporated herein by reference. Purchases may be made from Certiport, a Certiport Authorized Partner (CAP) or a CAP Solution Provider.
- 4.5. Subsequent Purchase(s). Subsequent purchases must be purchased through an authorized PO and amendment to this Agreement. Once purchased, SBBC is not entitled to a refund of the purchase price of any Exam.
- 4.6. Order Procedure, Price, Payment. SBBC's initial purchase of Certiport Products and Services as outlined in **Exhibit D**. For Certiport Products and Services not set forth in **Exhibit D**, SBBC shall purchase such Certiport Products and Services only from Certiport via the Certiport web portal, or if the Certiport web portal is not accessible, by telephone or by email or from designated Certiport Authorized Partner (CAP)s or from CAP Solution Providers recognized by Certiport as operating within the territory and/or sector(s) in which SBBC operates.
 - 4.6.1. Price. The price for all Certiport Products and Services shall be as stated in **Exhibit D** or on the Certiport web portal, as applicable.
 - 4.6.2. Payment Terms. Subsequent to execution of this Agreement Certiport shall submit an invoice for the total amount of \$720,335.16 to SBBC and SBBC shall pay net 30.
- 4.7. Identification. In all materials generated and published by the SBBC to market Certiport Products and Services, SBBC agrees to abide by all logo usage provisions of this Agreement, as amended by **Exhibits C, C-1, C-2, and C-3** hereto.

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5. **Promotional Material: Advertising.** SBBC agrees to use, in advertising and promoting the Certiport Products and Services, only those materials approved by Certiport in compliance with Program Sponsor marketing and logo usage guidelines set forth in **Exhibit C-1, C-2, and C-3** to the Agreement, and to use the same in accordance with instructions from Certiport. Failure to abide by these terms will constitute a Material Breach and result in termination as set forth in Section 10.2.1.

- 5.1. **Support Functions.** SBBC agrees to ensure that personnel having appropriate skills ("Support Staff") are provided to fulfill SBBC's duties hereunder. Support Staff may include employees of SBBC and/or independent contractors of SBBC. In particular:

5.1.1. **Certiport Systems Administrator.** SBBC agrees, when the resource to train individuals in the SBBC's primary local language is made available by Certiport, to have at least one Certiport System Administrator trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport System Administrator certification can be obtained by passing the Certiport System Administrator Exam found at www.certiport.com.

5.1.2. **Certiport Exam Proctor.** SBBC agrees, when the resource to train individuals in the SBBC's primary local language is made available by Certiport, to have at least one Certiport Exam Proctor trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport Exam Proctor certification can be obtained by passing the Certiport Proctor Exam found at www.certiport.com.

5.1.3. **CATC™ Support.** SBBC agrees to maintain Support Staff that is competent to answer and to use its best efforts to answer, all inquiries from Examinees regarding the Software and/or Certiport Products and Services.

5.1.4. **Advice to Certiport.** SBBC agrees to advise and escalate to Certiport promptly concerns about any material information that may come to SBBC's attention regarding the Certiport Products and Services, including without limitation, charges, complaints, or claims by Examinees and others about the Software and/or Certiport Products and Services.

5.1.5. **Parental Consent Form.** Before allowing an Examinee under the age of 18 to register and take an Exam, SBBC shall require the parent/legal guardian of the Examinee to complete and sign a Parental Consent Form (attached as **Exhibit E**). Completed Parental Consent Forms must be retained by SBBC and made available to Certiport upon request.

- 5.2. **Compliance with Law.** SBBC agrees to conduct its business operations in accordance with all applicable U.S. and local laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., and will not improperly influence, directly or indirectly, the sale of Products or Services by payments or other actions contrary to law or regulation.

- 5.3. **No Purchase or Sales Outside Territory or Sector(s).** SBBC shall not purchase or sell Products or Services outside the Territory, or Sector(s) specified in **Exhibit B** as described

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in Section 4.2 above.

6. **License of Software.** Certiport hereby grants to SBBC a non-transferable, non-exclusive license to use the Software for the sole purpose of operating its CATC™ in accordance with this Agreement. SBBC shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of the Software and all related documentation in its possession.
7. **Protection of Certiport Technology.** SBBC shall not, re-engineer, reverse engineer, or manipulate in any way, Certiport Technology without express prior written permission from the Certiport. SBBC shall not provide access to Certiport Technology to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Certiport shall retain all right, title and interest to Certiport Technology and any modification, enhancement, localization or extension of the Certiport Technology developed by SBBC during the term of this Agreement. Certiport hereby prohibits SBBC from disassembling, reproducing, modifying, or creating derivative works based on the Certiport Technology. SBBC shall not be entitled to use Certiport Technology for internal purposes except as specifically permitted by this Agreement. Certiport also prohibits sublicensing or assigning the rights of the Certiport Technology without the written consent from Certiport. Any violation of this Section 7 shall constitute a Material Breach of this Agreement and result in termination pursuant to Section 10.2.1.
8. **Limited Warranty; Limited Remedies.** Certiport makes no warranty concerning the Software or the Certiport Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Certiport shall not be liable to the SBBC for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same.
9. **Ownership, Use, and Protection of Examination Data.** As between Certiport and its Program Sponsors and SBBC, Certiport and its Program Sponsors shall be the sole owners of all results of all Certification Exams and Assessment Exams, all data regarding Examinees and all compilations of the foregoing, and SBBC shall not have any interest therein. SBBC shall, at the request of Certiport, surrender to Certiport any such results and information. SBBC shall not use any such results, data or compilations, or disclose the same, for any purpose. SBBC shall also be responsible for protection of Examinee's personal data and Certiport specifically disclaims any liability for breaches of SBBC's obligations to protect such personal data. Certiport suggests that SBBC not request that Examinees provide SBBC with national identity numbers (such as Social Security numbers) but instead create unique identifying numbers for Examinees.
10. **Term and Termination.**
 - 10.1. **Term.** Unless terminated earlier pursuant to Section 10.2 of this Agreement, the term of this Agreement shall commence on December 7, 2016 (Effective Date) and conclude on December 6, 2017. This Agreement may, at the sole discretion of SBBC, be renewable for four (4) additional one (1) year periods by written Amendment approved by both parties. The payment terms for the renewal periods will be negotiated by the parties at the time of the renewal.

10.2. Termination.

10.2.1. By Either Party for Material Breach. This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice identifying with specificity the cause if either party commits a Material Breach of this Agreement and if such breach continues un-remedied for a period of thirty (30) days after receipt by the other party of written notice thereof. Within fifteen (15) days after receipt of a written notice to cure a Material Breach, the breaching party must provide non-breaching party with a written detailed response that identifies how the breaching party will cure the Material Breach within the thirty (30) day time frame provided above. Should the breaching party fail to provide the written response within fifteen (15) days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further, this Agreement may be terminated if either party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) either party is liquidated or dissolved.

10.2.2. By Either Party. Either party may terminate this Agreement at any time, by providing one hundred eighty (180) days' written notice to SBBC. In the event that SBBC terminates the Agreement under this provision, Certiport shall allow SBBC to use any unused inventory during the remaining active term of the Agreement. In addition, Certiport may, upon written notice to SBBC, terminate or alter this Agreement at any time as to any Products or Services, if any agreement between Certiport and any third party relating to the Certiport Products and Services is terminated, substantially changed, or modified.

10.2.3. Duties of SBBC Upon Termination. Upon termination, SBBC shall immediately cease holding itself out as a CATC™, stop administering any Exams, remove all references to images and logos representing or relating to Certiport or to the Certiport Products and Services from any SBBC website, printed material, or retail storefront operated by SBBC. Further, if prior to termination Certiport has, pursuant to Section 4.6.2, granted payment terms to SBBC which permitted SBBC to avoid paying for the Certiport Products and Services at the time of ordering, all payments due to Certiport from SBBC shall immediately become due and payable.

11. Confidentiality. To the extent permitted by Florida law, neither party shall use or disclose to any third party any Confidential Information of the other for any purpose other than the performance of its obligations under this Agreement. "Confidential Information" as it applies to Certiport includes all software and codes and materials related thereto, all Certification Exams, Assessment Exams, and the contents thereof, and any other information or material provided by Certiport to SBBC that is marked "confidential" or "proprietary" or that Certiport informs SBBC in writing it regards as confidential, proprietary or a trade secret of Certiport. "Confidential Information" as it applies to SBBC includes all information and material provided by SBBC to Certiport that is marked "confidential" or "proprietary" or that SBBC informs Certiport in writing it regards as confidential, proprietary or a trade secret of SBBC.

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Notwithstanding the foregoing, the obligations imposed hereunder shall not apply to Confidential Information that (a) is made public by the disclosing party, (b) is or hereafter becomes part of the public domain through no wrongful act, fault or negligence on the part of the recipient, (c) the recipient can reasonably demonstrate was in the possession of the recipient prior to its disclosure by the disclosing party other than as a consequence of any breach of any duty of confidentiality, (d) is considered a public record pursuant to Chapter 119, Florida Statutes. In the event of a breach or threatened breach of this Section by a party, the other party may seek to obtain injunctive and other equitable relief therefore, in addition to any other applicable remedies at law.

12. **Background Screening.** Certiport agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Certiport or its personnel providing any services under the conditions described in the previous sentence. Certiport shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Certiport and its personnel. The parties agree that the failure of Certiport to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Certiport agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Certiport's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. The parties acknowledge that Certiport will not have access to school grounds and will not have direct contact with students during the term of this Agreement. Should Certiport require access to school grounds under this Agreement, then Certiport shall be escorted by SBBC staff at all times.
13. **Inspection of Certiport's Records by SBBC.** Certiport shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Certiport's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Certiport or any of Certiport's payees pursuant to this Agreement. Certiport's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Certiport's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Certiport's Records Defined.** For the purposes of this Agreement, the term "Certiport's Records" shall include, without limitation, accounting records, payroll time sheets,

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cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Certiport's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Certiport pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Certiport reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to Certiport's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by Certiport to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any Certiport's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by Certiport in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Certiport. If the audit discloses billings or charges to which Certiport is not contractually entitled, Certiport shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Certiport shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Certiport to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to Certiport pursuant to this Agreement and such excluded costs shall become the liability of Certiport.

(h) Inspector General Audits. Certiport shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

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14. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
15. **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.
16. **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.
17. **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.
18. **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.
19. **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Certiport shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Certiport shall provide SBBC with a copy of any requested public records or to allow the requested public 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. Certiport shall 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's term and following completion of the Agreement if

Certiport Authorized Test Center (CATC™) Agreement

Certiport does not transfer the public records to SBBC. Upon completion of the Agreement, Certiport shall transfer, at no cost, to SBBC all public records in possession of Certiport or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Certiport transfer all public records to SBBC upon completion of the Agreement, Certiport shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Certiport keeps and maintains public records upon completion of the Agreement, Certiport shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

20. **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

21. Miscellaneous.

21.1. Entire Agreement. The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

21.2. Authority. Each person signing this Agreement on behalf of either party represents and warrants to the other party that he or she has the full power and authority to enter into this Agreement, to bind and obligate such party to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any

Certiport Authorized Test Center (CATC™) Agreement

rights or materials hereunder, will violate any agreement between the party and a third party, any federal, state, or local law or regulation to which the party is subject or any right of any third party.

- 21.3. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. Certiport agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida and the Southern District of Florida shall have jurisdiction over Certiport.
- 21.4. Indemnity. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. .
- 21.5. Force Majeure. Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.
- 21.6. Notices. Any notice under this Agreement shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.

If to Certiport, to:

Certiport, a business of NCS Pearson Inc.
Attention: VP Channel
Operations 1276 South 820 East
Suite 200
American Fork, Utah 84003
Fax: (801) 492-4118

With Copy to:

Certiport, a business of NCS Pearson, Inc.
Attention: Legal
5601 Green Valley Drive
Bloomington, Minnesota 55437
Fax (952) 681-3140

If to SBBC, to:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue

Certiport Authorized Test Center (CATC™) Agreement

Fort Lauderdale, Florida 33301

With a Copy to:

The School Board of Broward County, Florida
CTACE, Director
1701 NW 23 Avenue
Fort Lauderdale, Florida 33311

- 21.7. Headings. The headings to the sections hereof are for convenience only and have no legal effect.
- 21.8. Severability. If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits and Addenda hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, Exhibits or Addenda unenforceable or invalid but rather the Agreement, Exhibits or Addenda, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 21.9. No Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, SBBC may not assign its rights or delegate its duties hereunder without the express written consent of Certiport.
- 21.10. Waiver. Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.
- 21.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.
- 21.12. Language. Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.
- 21.13. Publicity. SBBC shall not issue any press release or publicity that relates to this Agreement without the express written consent of Certiport.
- 21.14. Review. SBBC acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, SBBC expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.
- 21.15. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 21.16. Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable

Certiport Authorized Test Center (CATC™) Agreement

and performable in Broward County, Florida.

21.17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21.18. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

21.19. Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

21.20. Contract Administration. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

IN WITNESS WHEREOF, the parties have set their hands hereto as of the date first set forth above.

FOR CERTIPORT

ATTEST:

NCS Pearson, Inc.

By

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

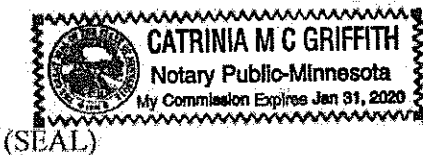
STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 26th day of October, 2016 by Donald R. Wagner of NCS Pearson, Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced Minnesota Driver's License as identification and did/did not first take an oath. Driver's License Type of Identification

My Commission Expires:



Catrinia M. C. Griffith
Signature – Notary Public

Catrinia M. C. Griffith
Printed Name of Notary

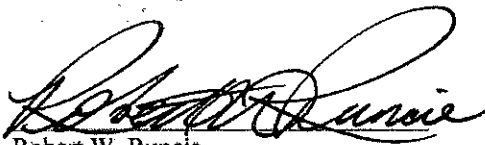
6078859
Notary's Commission No.

Certiport Authorized Test Center (CATC™) Agreement


FOR SBBC



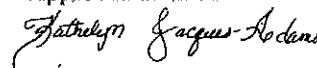
ATTEST:


Robert W. Runcie,
Superintendent of Schools

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

By 
Abby M. Freedman, Chair

Approved as to Form and Legal Content:


Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, ou=The School Board of
Broward County, Florida, ou=Office of the General Counsel,
email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: NCS Pearson, Inc. (aka Certipoint)
Date: 2016.11.28 11:37:39 -05'00'

Office of the General Council

EXHIBIT A

Certiport Authorized Testing Center (CATC) Policies, Guidelines and Procedures

Certiport is committed to ensuring that its Certification Exams are respected and valued in the marketplace. Accordingly, Certiport takes appropriate measures to ensure that the integrity of its Exams is not compromised. Certiport also holds CATCs accountable for taking steps to prevent and detect fraud and breaches of Exam security.

1 CATCs are required to strictly enforce the following rules:

- 1.1 The CATC must verify at least one form of Examinee identification bearing a photograph and the Examinee's signature. An example of an acceptable form of identification is a government issued identification or student identification issued by an academic institution.
- 1.2 The CATC must not allow recording devices, including paper, pens, pencils, cameras, computers, handheld computers or communication devices, such as telephones or pagers, in the testing area.
- 1.3 The CATC may permit an Examinee to take a break during testing if requested, but must inform the Examinee that the testing clock cannot be stopped during the break. Examinees must not be permitted to conduct activities during a break that may compromise Exam security, to include using a telephone and communicating with other candidates.
- 1.4 The CATC must ensure that Examinees are seated a distance of no less than four (4) feet or (1.25 meters) apart from one another in the testing area to minimize distractions and prevent cheating.
- 1.5 Use of equipment such as printers, facsimile machines, copiers, or telephones is not permitted in the testing room while testing is in progress.
- 1.6 CATCs must ensure that each Exam is actively proctored and that Proctors have an unobstructed view of each examinee in the testing area.
- 1.7 Proctors may answer questions regarding the functionality of the Exam software, but may not answer questions related to Exam content or provide instruction of any kind.
- 1.8 If a Proctor observes an Examinee cheating, the Proctor must immediately terminate the Exam. The Proctor must inform the Examinee that his/her exam results will be nullified and that he/she will receive no refund or certificate.

2. Retest Policy

CATC System Administrators are required to enforce the following retest policy:

Certiport Authorized Test Center (CATC™) Agreement

Certiport provides many exams that require different retest policies: The following policies must be adhered to and enforced by the CATC:

- 2.1 Microsoft Office MOS exams (all versions): Candidates are not limited to the number of retests.
- 2.2 Microsoft MTA exams: Candidates are limited to the number and frequency of retests as described in the Microsoft policy found at: <https://www.microsoft.com/en-us/learning/certification-exam-policies.aspx> . Printed and attached as **Attachment 2** on October 11, 2016.
- 2.3 CompTIA exams: Candidates are limited to the number and frequency of retests as described in the CompTIA policy found at: <https://certification.comptia.org/testing/test-policies/comptia-certification-retake-policy> . Printed and attached as **Attachment 3** on October 11, 2016.
- 2.4 Adobe exams: There is no restriction to the number of times a candidate can retest on an Adobe exam.
- 2.5 Autodesk exams: There is no restriction to the number of times a candidate can retest on an Autodesk exam.
- 2.6 Intuit exams: There is no restriction to the number of times a candidate can retest on an Intuit exam.
- 2.7 IC³ exams: There is no restriction to the number of times a candidate can retest on an IC³ exam.

Examinees participating in Exam beta-testing may take each beta-exam only once unless otherwise authorized by program administrators.

Certiport conducts periodic data forensics to identify patterns of aberrance in Exam results that help detect cheating or content piracy. For example, forensic indicators such as types of responses, latency, pass rates and retakes may reveal patterns of cheating, collusion or piracy. However, prevention and early detection are critical elements that require the close cooperation of CATCs. Therefore, in addition to relying on CATCs to provide industry standard monitoring during testing, Certiport requires that CATCs ensure that Certiport System Administrators (“Administrators”) and Certiport Exam Proctors (“Proctors”) are sufficiently trained to provide good quality oversight of testing. Training must include familiarizing staff with prevalent methods used to cheat, learning what measures to implement to prevent cheating and how to identify cheating when it does occur.

Administrators and Proctors who observe violations of rules must immediately document and report all relevant facts supporting the conclusion that a violation occurred to the appropriate Certiport Reseller or to Certiport’s customer services representatives. Reports should include date, time and location of the incident, name of Examinee, name and version of Exam taken.

Accommodation of Disabilities

As a worldwide provider of Certification Exams, Certiport is committed to ensuring that those persons with the desire to certify their proficiency in the use of computers should have the opportunity to do so. Certiport, accordingly, embraces the Americans with Disabilities Act (ADA) as well as other global accommodations for disabilities designed to advance those goals. CATCs

Certiport Authorized Test Center (CATC™) Agreement

are required to comply with local laws requiring reasonable provision of access to Examinees with disabilities.

In keeping with this commitment, Certiport will expand and refine its Products and Services to enable greater numbers of Examinees with documented disabilities to register for, schedule and take Exams.

Certiport and CATCs require advance notification of requests for accommodation(s) as well as a reasonable amount of time to review and implement such requests. Certiport and CATCs are not obligated to accommodate Examinees with language limitations unrelated to a documented disability (i.e.; English as a second language, literacy, etc.), nor to provide unlimited time for the completion of Exams that are designed to certify not only knowledge, but also efficiency in the use of desktop computers.

Requests for Accommodations of Disabilities

Certiport is committed to providing equal access to Programs and Services to individuals who suffer from a physical or mental impairment that substantially limits one or more major life activities, including learning. To receive access, however, individuals are required to present documentation of the disability.

Accommodating Examinees with disabilities may include providing extended testing time, a separate testing room, or larger testing area, or a test assistant. A test assistant may be a reader or a surrogate.

Examinees approved by Certiport must notify the CATC of the disability accommodation when scheduling the exam. Accommodations requiring a separate testing room, larger testing area, a reader or a surrogate require the Examinee to schedule in advance as well present the CATC with Certiport's written approval.

Because Certiport delivers computer-based Exams, some of which contain simulation content, mouse and keyboard constrained persons may be accommodated with extended testing time and a surrogate in accordance with the following procedures:

Upon review of the Examinee's disability documentation and approval by Certiport, Examinees may engage a surrogate of their own selection and at their own expense, to perform the Exam tasks on their behalf for the SIMULATION ITEMS ONLY.

To receive approval from Certiport to engage a surrogate, the following procedures apply:

Upon receipt of written approval by Certiport, accommodated Examinees must schedule to take the Exams(s) at the selected CATC at least twenty-four (24) hours in advance. The Examinee must notify the CATC of the special accommodation requirement at the time of scheduling.

Upon arrival at the CATC, Examinees must present Certiport's written approval of the accommodation.

Prior to beginning the Exam, the Examinee and the reader or surrogate will be provided with detailed instructions and rules to follow during the Exam.

Examinees must answer all multiple-choice questions and complete all tasks for concurrent (live

Certiport Authorized Test Center (CATC™) Agreement

application) items independently. The surrogate may not participate in any way during these portions of the Exam.

When a simulation item is launched (keyboard steps and mouse will not react or will react with limited functionality), the Examinee may then direct the surrogate to use the mouse by giving explicit step-by-step instructions. The surrogate may not prompt the Examinee in any manner and is limited to perform one mouse click per single direction from the Examinee. Communication between the Examinee and surrogate is limited to clarification of instructions only.

The following procedures apply for CATCs accommodating Examinees engaging a surrogate:

CATC System Administrators must require Examinees to present Certiport's written approval before administering Exams with the special accommodations described in this policy.

CATCs must provide dedicated Proctor oversight for the Examinee and surrogate for the entire Exam duration. The assigned individual may not proctor other Examinees during this time.

Dedicated proctors must ensure that surrogates perform only those actions outlined in paragraphs 4 and 5 above.

CATCs will handle violations of test taking rules in accordance with Certiport's existing policies and procedures.

To avoid delays in approval for such accommodations, Examinees must complete a Disability Exam Accommodation Authorization Form, available upon request from Certiport, obtain the necessary endorsements from a qualified expert and submit the documentation to Certiport.

For additional information regarding this policy and requests for accommodations, please contact Certiport Customer Services at 888-222-7890.

EXHIBIT B

Territory and Sectors

1. **SBBC Participation:** SBBC and Certiport agree that SBBC shall participate in and only in the following:

All “Certiport Products and Services”

2. **Territory:** As described in the CATC™ Agreement, SBBC is appointed as a CATC™ authorized to provide Certiport Products and Services only in the Territory described below:

State of Florida

3. **Sectors:** Within the Territory described above, SBBC is appointed as a CATC™ authorized to provide Certiport Products and Services solely in the Sectors that are indicated below:

Academic Sector

EXHIBIT C

INTERNET AND COMPUTING CORE CERTIFICATION (IC3) LOGO

LICENSE AGREEMENT

(Certiport Authorized Test Centers)

Licensee

Company (Licensee):	Name	The School Board of Broward County, Florida
Address:		600 Southeast Third Avenue Fort Lauderdale, Florida, 33301
Attention:		Enid Valdez, Director CTACE
Phone:		754-321-8401
Fax:		754-321-8448
Email:		Enid.valdez@browardschools.com

This Logo License Agreement ("LLA") is made and entered into by and between NCS Pearson, Inc. ("Certiport"), and The School Board of Broward County, Florida ("Licensee"). By accepting below, Licensee agrees to all the terms and conditions contained in this LLA.

1. DEFINITIONS

- (a) "Effective Date" means the date of acceptance and shall be the date upon which the LLA takes effect.
- (b) "Logo" means either one of the two Internet and Computing Core Certification (IC3) logos depicted in the attached **Exhibit C-A**, or such additional or replacement logos as Certiport may provide from time to time under this LLA.
- (c) "Criteria" means Licensee must actively offer testing services for the IC3 Program in compliance with a valid Certiport Center Agreement currently in effect with Certiport.
- (d) "IC3 Program" means the Internet and Computing Core Certification Program administered by Certiport.
- (e) "Certiport" means Certiport, a business of NCS Pearson, Inc. (formerly known as Nivo International), which owns and administers the IC3 program.
- (f) "Certiport Center Agreement" means the agreement between Licensee and Certiport under which Licensee is granted rights to administer assessment and certification exams as defined in that agreement, for the IC3 Program.
- (g) "Services" means Licensee's testing services provided under Licensee's Certiport Center Agreement.

2. LICENSE GRANT & RESTRICTIONS

- (a) Certiport hereby grants to Licensee, a nonexclusive, nontransferable, royalty-free, personal

Certiport Authorized Test Center (CATC™) Agreement

license to use the Logo in the territory covered by, and solely in connection with, Licensee's obligations under its Certiport Center Agreement, and solely in the manner described in the specifications set forth in the attached **Exhibit C-A**. Licensee shall not assign, transfer or sublicense this LLA (or any right granted herein) in any manner. All rights not expressly granted herein are reserved by Certiport.

- (b) This LLA does not grant by implication, estoppel, or otherwise, any license to any Certiport technology or proprietary rights other than the permitted use of the Logo pursuant to Section 2(a).

3. OWNERSHIP, IDENTIFICATION & USE

- (a) Licensee acknowledges Certiport's sole ownership of the Logo and Certiport trademark, and all associated goodwill, and that Certiport retains all right, title, and interest in and to the Logo. All use of the Logo by Licensee will inure to the benefit of Certiport.
- (b) Licensee will not use the Logo in any manner that will diminish or otherwise damage Certiport's goodwill in the Logo. Licensee will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or certification mark, or other designation confusingly similar to the Logo.
- (c) Licensee shall take reasonable steps to notify Certiport of any suspected infringement of or challenge to the Logo of which Licensee becomes aware. Certiport shall have the sole right to, and in its sole discretion may commence, prosecute, or defend, and control any action concerning the Logo.

4. QUALITY CONTROL

- (a) All Services provided in connection with the Logo shall: (i) meet the Criteria, (ii) meet or exceed standards of quality and performance generally accepted in the industry, and (iii) comply with all applicable laws, rules, and regulations, and not violate or infringe any right of any third party ("Quality Standards"). Licensee shall use the Logo solely in connection with Services that meet the Quality Standards.
- (b) Licensee shall cooperate fully with Certiport to facilitate periodic review of Licensee's use of the Logo, and of Licensee's compliance with the Quality Standards. Licensee shall promptly correct and remedy any deficiencies in its use of the Logo and conformance to the Quality Standards upon reasonable notice from Certiport.

5. INDEMNIFICATION FROM LICENSEE

Licensee will indemnify and defend Certiport from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) and pay the amount of any adverse final judgment (or settlement to which both parties consent) arising out of or related to Licensee's Services in any manner, or Licensee's use of the Logo in breach of this LLA; provided Licensee is notified promptly in writing of any claim, Licensee has sole control over its defense or settlement, and Certiport provides reasonable assistance in the defense of the same.

6. INDEMNIFICATION FROM CERTIPOINT

- (a) Certiport will indemnify and defend Licensee from and against any and all claims, damages, costs, and expenses (including reasonable attorney's fees), and pay the amount of any adverse final judgment (or settlement to which both parties consent) resulting from, third party claim(s) (hereinafter "Indemnified Claims") that the Logo infringes any trademark rights of such third party; provided Certiport is notified promptly in writing of the Indemnified Claim and has sole control over its defense or settlement, and Licensee provides reasonable assistance in the defense of the same.
- (b) In the event Certiport receives information concerning an intellectual property infringement claim (including an Indemnified Claim) related to the Logo, Certiport may at its expense, without obligation to do so: (i) procure for Licensee the right to continue to distribute the alleged infringing Logo, or (ii) replace or modify the Logo to make it non-infringing, in which case, Licensee shall thereupon cease distribution of the alleged infringing Logo; or (iii) instruct Licensee to cease use of the Logo without providing a replacement.
- (c) Certiport shall have no liability for any intellectual property infringement claim (including an Indemnified Claim) based on Licensee's manufacture, distribution, or use of the Logo after Certiport's notice that Licensee should cease use of such Logo, or begin use of a substitute Logo due to such a claim. For all claims described in this Section 6(c), Licensee agrees to indemnify and defend Certiport from and against all damages, costs and expenses, including reasonable attorneys' fees.

7. DISCLAIMER OF WARRANTY & LIMITATION OF LIABILITY

- (a) CERTIPOINT MAKES NO WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE LOGO. EXCEPT AS PART OF A THIRD PARTY DAMAGE CLAIM FOR WHICH ONE OF THE PARTIES IS OBLIGATED TO INDEMNIFY THE OTHER, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO LICENSEE'S MARKETING, DISTRIBUTION OR ANY USE OF THE LOGO, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM AND TERMINATION

The term of this LLA shall run from the Effective Date until the earlier of: (i) two (2) years from the Effective Date or (ii) expiration or termination of Licensee's Certiport Center Agreement. Provided, however, that either party shall have the right to terminate this LLA with or without cause upon thirty (30) days prior written notice. Upon expiration or termination of this LLA, Licensee will immediately cease all use of the Logo.

9. NOTICES

All notices in connection with this LLA shall be in writing, addressed as stated in Section 21.6 of the CATC Agreement.

10. MISCELLANEOUS

- (a) *Entire Agreement.* This LLA, including all Exhibits, comprises the entire parties' agreement concerning its subject matter, and supersedes and merges all prior or contemporaneous communications. It may be amended only by written agreement signed by the parties.
- (b) *Governing Law.* This LLA shall be governed the laws of the State of Florida notwithstanding the application of any conflict of law rules. Licensee consents to jurisdiction and venue in the state and federal courts sitting in the State of Florida. Process may be served on either party in the manner set forth in Section 21.6 for the delivery of notices or by such other method as is authorized by applicable law or court rule.
- (c) *Attorneys' Fees.* In any action to enforce this LLA, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs, and other expenses.
- (d) *No Waiver.* No waiver of any breach of this LLA shall constitute a waiver of any other breach, and no waiver shall be effective unless in writing, signed by the waiving party.
- (e) *Severability.* If any provision (or portion thereof) of this LLA shall be held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the court shall enforce such provisions to the extent allowable by law.
- (f) *Survival.* The provisions of Sections 3(a), 3(b), 7, 8, 9, 10, as well as Sections 5 with respect to Services provided during the term of this LLA and 6 for claims based on use of the Logo permitted herein, shall survive expiration or termination of this LLA.
- (g) *Exhibits.* This LLA includes **Exhibit C-A**, which is hereby incorporated by reference.

EXHIBIT C-A

Logo Specifications

CERTIPOINT LOGO USAGE GUIDELINES

LOGO



CLEAR SPACE:
Clear Space (X) is equal
to the height of the "C"
in "Certiport".

MINIMUM SIZE

INCORRECT USAGE
Do not redraw or modify
the logo in any way.
Use artwork exactly as
provided.



Licensee must comply with the following specifications in using any of the Logos:

1. Licensee must sign the Logo License Agreement (“Logo Agreement”) before using the Logos.
2. Licensee may use the Logos solely to indicate that Licensee provides testing services for the Certiport programs, as applicable, and Licensee may not use the Logos when Licensee is not promoting services relating to a Certiport program.
3. Licensee may only use the Logos in advertising and marketing materials, and on Licensee’s Web site in connection with its promotion of Certiport products and services.
4. Licensee’s name or logo must appear on any materials where any Logo is used. Logos must be smaller and less prominent than Licensee’s name, trademark, logo, or trade name.
5. Logos may not be used in any manner that expresses or might imply Certiport’s affiliation, sponsorship, endorsement, or approval other than as contemplated by the Logo Agreement and the Test Center Agreement.
6. Licensee may not use a Logo in a manner that might suggest co-branding or otherwise create potential confusion as to the source of the services or ownership of the Logo. Licensee may not display a Logo in any manner that suggests that Licensee’s services are Certiport services, or in any manner that suggests that “Certiport” is part of Licensee’s name.
7. Logos may not be included in any non-Certiport trade name, business name, product or service name, logo, trade dress, design, slogan, or other trademark.
8. Licensee may use the Logos only as provided by Certiport. Except for size subject to the restrictions herein, Logos may not be altered in any manner, including proportions, colors, elements, etc., or animated, morphed, or otherwise distorted in perspective or dimensional appearance.
9. Logos may not be combined with any other symbols including, words, logos, icons, graphics, photos, slogans, numbers, or other design elements.
10. Logos and Certiport’s trade dress, and other elements of Certiport’s product packaging and web sites may not be imitated in any of Licensee’s materials.
11. Neither the Logos, nor any element thereof, may be used as a design feature in any materials.
12. Each Logo must stand alone. A minimum amount of empty space must be left between a Logo and any other object such as type, photography, borders, edges, etc. The required border of empty space (X) around the IC³ Logo must be where (X) equals the height of the 3 in IC³.
13. To ensure legibility, the minimum size for each Logo is ½” high and 2” wide.

Certiport Authorized Test Center (CATC™) Agreement

14. Each Logo is approved for use only in the color treatments in the form provided by Certiport, provided that black and white reproductions of a Logo are permitted and may be positive or reversed.
15. Each Logo must include the ® symbol as shown in this Exhibit.
16. Each Logo shall be attributed to Certiport, a business of NCS Pearson, Inc. in all materials where it is used, with the attribution clause: "Certiport and the Internet & Computing Core Certification logo are trademarks or registered trademarks of Certiport, a business of NCS Pearson, Inc. in the United States and/or other countries."

For questions regarding the Logos, email: logo@certiport.com.

EXHIBIT C-1

Company Name (Licensee):	The School Board of Broward County, Florida
Address:	600 Southeast Third Avenue Fort Lauderdale, Florida, 33301
Attention:	Enid Valdez, Director CTACE
Phone:	754-321-8401
Fax:	754-321-8448
Email:	Enid.valdez@browardschools.com

MICROSOFT OFFICE SPECIALIST LOGO LICENSE AGREEMENT (Certiport Authorized Test Center)

This Logo License Agreement (“LLA”) is made and entered into by and between Microsoft Corporation (“Microsoft”), and the person or entity identified in the table above (“Licensee”) upon signature by both parties.

1. DEFINITIONS

- (a) “Effective Date” means the later of the signature dates below and shall be the date upon which this LLA takes effect.
- (b) “Logo” means the Microsoft Office Specialist logo(s) depicted in **Exhibit C-1A** (hereby incorporated by reference), or such additional or replacement logo(s) as Microsoft may provide under this LLA.
- (c) “Criteria” means Licensee must actively offer distribution services for the Microsoft Office Specialist Program in compliance with a valid Distribution Agreement currently in effect with Certiport.
- (d) “Microsoft Office Specialist Program” means the Microsoft Office Specialist Program administered by Certiport on Microsoft’s behalf.
- (e) “Certiport” means Certiport, a business of NCS Pearson, Inc., (formerly known as Nivo International Corporation), with which Microsoft has entered into a Certification Services and Development Agreement to administer the Microsoft Office Specialist Program.
- (f) “Certiport Authorized Test Center Agreement” or “CATC Agreement” means the agreement between Certiport and a CATC™ authorizing the CATC™ to administer and deliver Assessment Exams and Certification Exams using the “CATC™” name as defined in that agreement for the Microsoft Office Specialist Program.
- (g) “Services” means Licensee’s testing services provided under Licensee’s CATC Agreement

2. LICENSE GRANT & RESTRICTIONS

Microsoft hereby grants to Licensee a nonexclusive, nontransferable, royalty-free, personal license to use the Logo solely in conjunction with Licensee’s Services that meet the Quality Standards (as set forth in Section 4(a)), in the territory covered by the CATC Agreement, and in the manner described in the logo specifications set forth in the attached **Exhibit C-1A**. Licensee shall not assign, transfer, or sublicense this LLA (or any right granted herein) in any manner. All rights not expressly granted herein are reserved by Microsoft.

Certiport Authorized Test Center (CATC™) Agreement

This LLA does not grant by implication, estoppel, or otherwise, any license to any Microsoft technology or proprietary rights other than use of the Logo permitted pursuant to Section 2(a).

3. OWNERSHIP, IDENTIFICATION & USE

- (a) Licensee acknowledges Microsoft's sole ownership of the Logo, and all associated goodwill, and that Microsoft retains all right, title, and interest in and to the Logo. All goodwill arising from use of the Logo by Licensee will inure to the sole benefit of Microsoft.
- (b) Licensee will not use the Logo in any manner that will diminish or otherwise damage Microsoft's goodwill in the Logo. Licensee will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or certification mark, or other designation that violates Microsoft's rights in the Logo.
- (c) Licensee shall take reasonable steps to notify Microsoft of any suspected violation of, or challenge to, Microsoft's rights in the Logo of which Licensee becomes aware. Microsoft shall have the sole right to, and in its sole discretion may control any action concerning the Logo.

4. QUALITY CONTROL

All Services provided in connection with the Logo shall:

- (i) meet the Criteria,
- (ii) meet or exceed standards of quality and performance generally accepted in the industry, and
- (iii) comply with all applicable laws, rules, and regulations (collectively the "Quality Standards").

Licensee shall use the Logo solely in connection with Services that meet the Quality Standards.

Licensee shall cooperate with Microsoft and/or Certiport to facilitate periodic review of Licensee's use of the Logo, and of Licensee's compliance with the Quality Standards. Licensee shall promptly correct and remedy any deficiencies in its use of the Logo and conformance to the Quality Standards upon reasonable notice from Microsoft.

5. INDEMNIFICATION FROM LICENSEE

To the extent allowable by law, Licensee will indemnify and defend Microsoft from and against any and all third party claims, damages, costs, and expenses (including reasonable attorneys' fees) related to Licensee's Services; or Licensee's use of the Logo in breach of this LLA, ("Licensee Indemnified Claim"), provided:

- (i) Licensee is notified promptly in writing of any Licensee Indemnified Claim,
- (ii) Licensee has sole control over the defense of the Licensee Indemnified Claim, and
- (iii) Microsoft provides reasonable cooperation, in the defense of the same.

6. INDEMNIFICATION FROM MICROSOFT

- (a) Microsoft will indemnify and defend Licensee from and against any and all third party claim(s), damages, costs, and expenses (including reasonable attorney's fees) that the Logo infringes any trademark rights of such third party ("Microsoft Indemnified Claim"), provided:
 - (i) Microsoft is notified promptly in writing of any Microsoft Indemnified Claim,
 - (ii) has sole control over the defense of the Microsoft Indemnified Claim, and
 - (iii) Licensee provides reasonable cooperation, in the defense of the same.
- (b) In connection with any pending or reasonably anticipated Microsoft Indemnified Claim, Licensee shall promptly discontinue or modify use of the Logo upon Microsoft's request. Microsoft shall have no liability for any Microsoft Indemnified Claim based on Licensee's use of the Logo more than twenty (20) days after Microsoft's written notice that Licensee should cease use of the Logo due to such claim. Company shall indemnify and defend Microsoft from and against all damages, costs, and expenses (including reasonable attorney's fees) incurred due to Licensee's continued use of the Logo after such twenty (20) day notice period.

7. WARRANTY DISCLAIMER & LIMITATION OF LIABILITY

MICROSOFT MAKES NO WARRANTIES REGARDING THE LOGO, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.

EXCEPT AS PART OF A THIRD PARTY DAMAGE CLAIM FOR WHICH ONE OF THE PARTIES IS OBLIGATED TO INDEMNIFY THE OTHER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. TERM AND TERMINATION

The term of this LLA shall run from the Effective Date until the earlier of:

- (i) two (2) years from the Effective Date; or
- (ii) expiration or termination of Licensee's Distribution Agreement; or
- (iii) expiration or termination of Certiport's Certification Services and Development Agreement with Microsoft. Provided, however, that either party shall have the right to terminate this LLA without cause upon thirty (30) days prior written notice; or

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(iv) upon expiration or termination of this LLA, Licensee will immediately cease all use of the Logo.

9. NOTICES

All notices, authorizations, and requests in connection with this LLA shall be in writing, addressed as stated herein and as set forth in Section 21.6 of the CATC Agreement, (or to such other address as the party to receive the notice so designates by written notice to the other) and shall be deemed given when:

(i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or

(ii) sent by air express courier, charges prepaid. The parties shall fax a copy of any such notices to the fax numbers identified below on the same day.

MICROSOFT:	Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 USA
Attention:	Microsoft Office Specialist Program Group
Fax:	(425) 706-7329
With Copy to:	Law & Corporate Affairs, Trademarks
Fax:	(425) 706-4112

10. MISCELLANEOUS

- (a) *Entire Agreement.* This LLA, including all Exhibits, comprises the parties' entire agreement concerning its subject matter, and supersedes and merges all prior or contemporaneous communications. Except for **Exhibit C-1A**, this LLA may be amended only by written agreement signed by the parties. **Exhibit C-1A** may be amended from time to time at Microsoft's discretion upon providing written notice to Licensee, Licensee may terminate CATC Agreement in the event that Licensee does not agree with Microsoft's amendments.
- (b) *Governing Law.* This LLA shall be governed by the laws of the State of Florida. Venue over all disputes arising under or relating to this LLA shall be in the state and federal courts within the State of Florida or the federal courts within the State of Florida, but in either case Florida state law shall apply. Process may be served on either party as authorized by applicable law or court rule.
- (c) *Attorneys' Fees.* In any action to enforce this LLA, the non-prevailing party shall pay the prevailing party's reasonable costs, attorneys' fees, and other expenses.
- (d) *No Waiver.* No waiver of any breach of this LLA shall constitute a waiver of any other breach, and no waiver shall be effective unless in writing, signed by the waiving party.
- (e) *Severability.* If any provision (or portion thereof) of this LLA shall be held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the court shall enforce such provisions to the extent allowable by law.

Certiport Authorized Test Center (CATC™) Agreement

- (f) *Relationship.* Neither this LLA, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.
- (g) *Survival.* The provisions of Sections 7, 8, 9, 10, as well as Sections 5 with respect to Services provided with the Logo, and 6 for claims based on use of the Logo permitted herein, shall survive expiration or termination of this LLA.
- (h) *Attachments.* This LLA includes **Exhibit C-1A**, which is hereby incorporated by reference.

EXHIBIT C-1A

MICROSOFT OFFICE SPECIALIST LOGO LICENSE AGREEMENT

(Certiport Authorized Test Center)

Logo Specifications



Microsoft has established the following set of Specifications for proper use of the Logo(s). Licensee must comply with these Specifications. Microsoft reserves the right to amend the Logo and/or these Specifications from time to time at its discretion upon providing written notice to Licensee and Licensee shall comply with the Logo and/or Specifications as amended.

For questions regarding the Logo, email: officert@microsoft.com

1. Licensee must have a valid Microsoft Office Specialist Logo License Agreement in place before using the Logo.
2. Licensee may use the Logo solely to indicate that Licensee provides the Services in connection with the Microsoft Office Specialist Program
3. Licensee may only use the Logo in advertising and marketing materials, and on Licensee's Web site related to the Microsoft Office Specialist Program. Online usage of the logo must always hyperlink to <http://www.microsoft.com/officespecialist>.
4. Licensee must at all times reference the Microsoft Office Specialist program name in full. Licensee may not use the name in the form of an acronym (e.g., "MOS," "MSOS," etc.).
5. Licensee's company name or logo must appear on any materials where the Logo is used. The Logo must be smaller and less prominent than Licensee's name, trademark, logo, or trade name.
6. The Logo may not be used in any manner that expresses or might imply Microsoft's affiliation, sponsorship, endorsement, or approval other than as contemplated by the Agreement.
7. Licensee may not use the Logo in a manner that might suggest co-branding or otherwise create potential confusion as to the source of the Services or ownership of the Logo. Licensee may not display the Logo in any manner that suggests that Licensee's Services are Microsoft services, or in any manner that suggests that the "Microsoft" trademark is part of Licensee's name.
8. The Logo may not be included in any non-Microsoft trade name, business name, product or service name, logo, trade dress, design, slogan, domain name, or other trademark.
9. Licensee may use the Logo only as provided by Microsoft. Except for size subject to the restrictions herein, the Logo may not be altered in any manner, including

Certiport Authorized Test Center (CATC™) Agreement

proportions, colors, elements, or removal of the descriptor “Authorized Exam

10. Distributor” etc. Nor may the Logo be animated, morphed, or otherwise distorted in perspective or dimensional appearance.
11. The Logo may not be combined with any other symbols including, words, logos, icons, graphics, photos, slogans, numbers, or other design elements.
12. The Logo (including but not limited to Microsoft’s logos, logotypes, trade dress, and other elements of product packaging and web sites) may not be imitated in any materials.
13. The Logo, or any element thereof, may not be used as a design feature in any materials.
14. The Logo must include the ® symbol as shown in this exhibit.
15. The Logo shall be attributed to Microsoft Corporation in all materials where it is used, with the attribution clause:

“Microsoft and the Microsoft Office logo are registered trademarks of Microsoft Corporation in the United States and/or other countries.”

Clear Space

A minimum clearance must be maintained between the Logo and other graphical elements. The minimum clear space (X) around the Logo must equal the height of the capital letter “O” in the word “Office” as it appears within the Logo. (See Microsoft Office Specialist Logo Usage Guideline for more details).

Minimum Size

Minimum size for the Logo in print is (X) where X equals 825” (21 mm), online is 96 pixels.

Color:

- Use the Logo in full color whenever possible. The CMYK values are built into the Logo files which should not be altered in any way.
- Black line art can be used when full color is not an option. The type should always be black or white; it may not be screened back or in color. The Logo may be reversed to white on a dark and contrasting background.

Orientation:

The Logo should always be horizontal. Never orient the Logo on an angle or on its side.

File Formats:

For print, use EPS (vector with Microsoft CMYK). For screen, use GIF, JPG, PNG, or EPS (vector with Microsoft RGB).

EXHIBIT C-2

MICROSOFT TECHNOLOGY ASSOCIATE LOGO LICENSE AGREEMENT (for Certiport Authorized Test Centers)

Trademark License

Company Name (Licensee):	The School Board of Broward County, Florida
Address:	600 Southeast Third Avenue Fort Lauderdale, Florida, 33301
Attention:	Enid Valdez, Director CTACE
Phone:	754-321-8401
Fax:	754-321-8448
Email:	Enid.valdez@browardschools.com

This Trademark License (“**License**”) is between Microsoft Corporation, a Washington corporation with offices at One Microsoft Way, Redmond, WA 98052 (“**Microsoft**”), and the person or entity identified in the table above (“**Licensee**”).

1. DEFINITIONS

- a. “**Agreement**” means the written agreement entered into between NCS Pearson, Inc. (“**Certiport**”) and Licensee entitled “Compliant Academic Test Center Agreement” (or such other title given it by Certiport and Licensee) in which Licensee has been authorized to deliver MTA Exams.
- b. “**MS Logo**” means the trademark or logo shown in **Exhibit C-2A**.
- c. “**MTA Exams**” means those exams created by Microsoft and distributed by Certiport that are designated as Microsoft Technology Associate Program Exams.
- d. “**Service**” or “**Services**” means Licensee’s services to administer and deliver the MTA Exams pursuant to the terms of the Agreement.
- e. “**Quality Standards**” means the conditions described in Section 4 of this License.
- f. “**Effective Date**” means the date on which Licensee signs this License, and shall be the date upon which this License takes effect.
- g. “**Style Specifications**” means the specifications for using the MS Logo, which are included in **Exhibit C-2A**. Microsoft may, with reasonable notice to Licensee, change the Style Specifications now and then.

2. LICENSE GRANT AND RESTRICTIONS

- a. Microsoft grants Licensee a non-exclusive, non-transferable, royalty-free, license to use the MS Logo solely in connection with Services that meets the Quality Standards. Licensee must use the MS Logo as shown in **Exhibit C-2A** and described in the Style Specifications. The MS Logo may only be used on Licensee’s website and other marketing and advertising materials solely to indicate Licensee’s offering of MTA Exams. Microsoft reserves all rights not expressly granted herein.
- b. Licensee may not:
 - i. sublicense the rights granted in Section 2(a) to any third party without Microsoft’s prior written consent;

Certiport Authorized Test Center (CATC™) Agreement

- ii. assign this License, except upon Microsoft's written consent, which may be withheld in Microsoft's sole discretion;
- iii. use the MS Logo on or in connection with related products, premiums or promotional items, whether sold or given away to promote Licensee's Services;
- iv. use the MS Logo in a way that may cause confusion about whether the Services are Microsoft products;
- v. do or say anything that implies that Microsoft is affiliated with, sponsors, endorses or approves of Licensee or its Services other than as allowed by this License;
- vi. do or say anything that may cause confusion about whether Microsoft owns the MS Logo;
- vii. register, adopt or use any name, trademark, domain name or other designation that includes or violates Microsoft's rights in the MS Logo or any Microsoft trademark in the MS Logo;
- viii. use the MS Logo in a way that would damage Microsoft's reputation or goodwill in the MS Logo; or
- ix. alter, animate or distort the MS Logo or combine it with any other symbols, words, images or designs.

3. OWNERSHIP AND USE

- a. Licensee acknowledges that:
 - i. Microsoft is the sole owner of the MS Logo and the goodwill associated with the MS Logo;
 - ii. Licensee will not acquire any right, title or interest in the MS Logo because of Licensee's use of the MS Logo; and
 - iii. Microsoft is the sole beneficiary of the goodwill associated with Licensee's use of the MS Logo.
- b. Licensee hereby assigns and will assign in the future any rights it may acquire in the MS Logo as a result of Licensee's use of the MS Logo under this License, along with the associate goodwill.
- c. Licensee will provide reasonable assistance to Microsoft in protecting and maintaining Microsoft's rights in the MS Logo, including preparing and executing documents at Microsoft's expense to register the MS Logo or record this License.
- d. Licensee will take reasonable steps to notify Microsoft if Licensee becomes aware of any suspected violation of or challenge to Microsoft's rights in the MS Logo. Microsoft will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the MS Logo and will control any legal action concerning the MS Logo. Licensee has no right to take legal action against third parties to enforce the rights it has in the MS Logo under this License.
- e. Licensee must use the ® symbols next to the MS Logo, as shown on **Exhibit C-2A**.
- f. Licensee must display the following trademark notice on all materials where the MS Logo is used:

Microsoft is a trademark of the Microsoft group of companies.

4. QUALITY CONTROL

- a. Licensee may use the MS Logo solely in connection with Services that:
 - i. meet all terms of this License and the Agreement;
 - ii. meet or exceed the quality and performance of products distributed and services offered by Licensee before the date of this License; and
 - iii. comply with all applicable laws, rules, and regulations (collectively, the “**Quality Standards**”).
- b. Licensee will cooperate with Microsoft to enable Microsoft to review Licensee’s use of the MS Logo and ensure that the Services comply with the Quality Standards. Licensee will promptly correct any improper use of the MS Logo and any of the Services that do not comply with the Quality Standards upon reasonable notice from Microsoft.

5. INDEMNIFICATION

- a. Licensee will indemnify Microsoft and defend it against any third-party claims, damages, costs, expenses and reasonable attorneys’ fees:
 - i. related to the Services; or
 - ii. arising from Licensee’s use of the MS Logo in breach of this License.
- b. Microsoft will indemnify Licensee and defend it against any third-party claims, damages, costs, expenses and reasonable attorneys’ fees alleging that the MS Logo infringes any trademark rights of such third party.
- c. If Microsoft has reason to believe that Licensee’s use of the MS Logo is likely to result in an infringement claim, Licensee will promptly discontinue or modify its use of the MS Logo upon Microsoft’s request. Microsoft will not be obligated to indemnify Licensee if Licensee continues to use of the MS Logo for more than 20 days after Microsoft notifies Licensee in writing that it should stop using the MS Logo due to such a claim. Licensee will indemnify Microsoft and defend it against all damages, costs, expenses, and reasonable attorneys’ fees that Microsoft may incur due to Licensee’s continued use of the MS Logo after the 20 day notice.
- d. Neither party will be required to indemnify or defend the other unless:
 - i. the indemnifying party is notified promptly in writing of the claim;
 - ii. the indemnifying party has sole control over the defense of the claim; and
 - iii. the indemnified party provides reasonable assistance in the defense of the claim.

6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- a. MICROSOFT MAKES NO WARRANTIES REGARDING THE MS LOGO, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF THIS LICENSE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERM AND TERMINATION

- a. Unless terminated earlier, this License will run from the Effective Date through the term of the Agreement. This License will terminate as follows:
 - i. immediately upon expiration or termination of the Agreement;
 - ii. immediately upon discontinuation of Licensee's business;
 - iii. immediately upon notice from Microsoft to Licensee if any government agency or court finds that any of the Services are defective;
 - iv. immediately upon notice from Microsoft if Licensee becomes insolvent or admits its inability to pay debts as they come due, makes an assignment for the benefit of creditors, or files or has filed against it a petition or application under any state, U.S. or foreign bankruptcy or receivership law or the like;
 - v. immediately upon any change in ownership of the controlling interest(s) of Licensee; or
 - vi. within 20 business days following receipt of written notice of any material breach that is not cured within such period.
- b. Upon expiration or termination of this License, Licensee will immediately cease all use of the MS Logo.

8. NOTICES

All notices, approvals, and requests in connection with this License must be in writing to the name and address of the other party shown in the table below. Each party may change the contact or addresses below by providing notice. All notices will be deemed given when: (a) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (b) sent by air express courier, charges prepaid. The parties must also fax a copy of any notices to the fax numbers identified below on the same day.

MICROSOFT CORPORATION
One Microsoft Way
Redmond, WA 98052-6399
USA
Attention: VP Server & Tools Division
Copy to: Legal & Corporate Affairs, Trademarks
Fax: 425.706.4112

For Licensee: Licensee information provided in signature table

9. MISCELLANEOUS

- a. *Entire Agreement.* This License, including all Exhibits and Attachments, comprises the entire parties' agreement concerning its subject matter. It supersedes and merges all prior or contemporaneous communications and agreements pertaining to the subject matter of this License. It may be amended only by written agreement signed by the parties.
- b. *Governing Law, Jurisdiction and Venue.* This License shall be interpreted and controlled by United States federal trademark law and the laws of the State of Florida without regard to its conflict of law rules. Venue over all disputes shall be exclusively in the federal courts within the State of Florida or the federal courts within the State of Florida. In the event there is no federal subject matter jurisdiction, venue shall be exclusively in the state courts of the State

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of Florida. Process may be served on either party as authorized by applicable law or court rule.

- c. *Attorneys' Fees.* In any action to enforce this License, the non-prevailing party shall pay the prevailing party's reasonable costs, attorneys' fees, and other expenses.
- d. *No Waiver.* No waiver of any breach of this License shall constitute a waiver of any other breach. No waiver shall be effective unless in writing, signed by the waiving party.
- e. *Severability.* If any provision (or portion thereof) of this License shall be held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the court shall enforce such provisions to the extent allowable by law.
- f. *Relationship.* Neither this License, nor any terms contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.
- g. *Survival.* The provisions of Sections 1, 3(b), 5, 6, 8 and 9 shall survive expiration or termination of this License.
- h. *Attachments.* This License includes **Exhibit C-2A** which is hereby incorporated by reference.

* * * *

Exhibit C-2A

MS Logo



Style Specifications for using the MS Logo

All use of the MS Logo by Licensee must comply with these specifications.

1. Licensee must have a valid Compliant Academic Test Center Agreement in place before using the MS Logo.
2. Licensee may only use the MS Logo, in connection with Licensee's Services, solely on its website and in marketing and advertising to indicate Licensee offering of the MTA Exams.
3. Licensee's company name and logo must appear on any materials where the MS Logo is used. The MS Logo must be less prominent than Licensee's company name, trademark, logo, or trade name.
4. **Licensee must at all times reference the Microsoft Technology Associate program name in full. Licensee may not use the name in the form of an acronym (e.g., "MTA," "MSTA" etc.).**
5. Licensee may use the MS Logo only in the form as provided by Microsoft. Except for size subject to the restrictions herein, the MS Logo may not be altered in any manner, including proportions, colors, elements, etc., or animated, morphed, or otherwise distorted in perspective or dimensional appearance.
6. The MS Logo may not be included in any non-Microsoft trade-name, business name, product or service name, logo, trade dress, design, slogan, domain name, or other trademark.
7. The Logo must include the ® symbol as shown in this **Exhibit C-2A**.

Spacing: The MS Logo must stand alone. A minimum amount of clear space must be left between the Logo and any other object, such as type, photography, borders, edges, etc. The required clear space around the Logo must be x, where x equals the height of letter "M" in the word "Microsoft" as it will be rendered in the Microsoft Technology Associate lettering. For example, if the letter "M" in the word "Microsoft" is rendered at a height of 1.0 inch, then a minimum 1.0-inch boundary of clear space must surround the outermost elements of the MS Logo.

Minimum Size: Care should be used to maintain readability of the MS Logo. The identity must not be rendered at sizes that compromise the legibility of the MS Logo and trademark notations. The minimum recommended size for the MS Logo in printed applications is 1.0 inches in vertical configurations and 1.4 inches when used horizontally. Good judgment should be used to maintain similar readability when preparing the Logo for low-resolution applications such as in Web pages and other electronic communications.

Black and white applications: Black or white reproductions of the MS Logo may be positive or negative as provided by Microsoft.

For Questions regarding the MS Logo: MTALogo@microsoft.com

EXHIBIT C-3

ADOBE CERTIFICATION PROGRAM MARKS SUB-LICENSE AGREEMENT

This Certification Program Marks Sub-License Agreement (the "Agreement") is by and between NCS Pearson, Inc. a Minnesota Corporation having its principal place of business at 5601 Green Valley Drive Bloomington, MN 55437 ("Certiport"), and the school district described below and contains a sub-license from Certiport for use of the Adobe certification program marks shown on **Attachment 1** ("Certification Program Marks") and is effective as of the Effective Date in the CATC Agreement. Adobe Systems Incorporated, a Delaware corporation having offices located at 345 Park Avenue, San Jose, CA 95110 ("Adobe") shall be a third party beneficiary to this Agreement as provided for herein

1. **COMPANY INFORMATION.** Please provide the following information:

Company Name: The School Board of Broward County, Florida
Address: 600 Southeast Third Avenue
Ft. Lauderdale, Florida 33301

E-mail Address: enid.valdez@browardschools.com

Name of person accepting

Logo Agreement: Enid Valdez

Title: Director, CTACE

Telephone Number: 754-321-8401

Fax Number: 754-321-8448

URL for site(s) where trademark(s) will appear: N/A

Proposed use or brief description of proposed use of trademark(s): N/A

THE COMPANY SET FORTH ABOVE IS REFERRED TO AS "SUB-LICENSEE" IN THIS AGREEMENT.

WHEREAS, Certiport has entered into an Certification Testing Alliance Agreement ("Alliance Agreement") with Adobe Systems Incorporated ("Adobe") wherein Certiport has agreed to administer, distribute, manage and operate the Certification Program (as defined in the Alliance Agreement);

WHEREAS, Certiport is acting as Adobe's limited agent in regards to this Agreement to grant certain Certification Program Marks sub-licenses as authorized under the Alliance Agreement and herein;

WHEREAS, Certiport has awarded Sub-Licensee authorization under the Certification Program in accordance with the terms of the Alliance Agreement

WHEREAS, Sub-licensee must use the Certification Program Marks in connection with the marketing, promotion and delivery of Published Exams (as defined in the Alliance Agreement) authorized by Certiport;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained the parties hereto, each intending to be legally bound, hereby agree as follows:

2. **SUB-LICENSE.**

- (a) **Sub-license Grant.** All rights not expressly granted in this Agreement are reserved by Adobe, as applicable. Certiport grants to Sub-licensee, a nonexclusive, nontransferable right to use, under the terms of this Agreement, the Certification Program **Marks.**
- (b) **Sub-license Restrictions.** Nothing in this Agreement shall give Sub-licensee any right, title or interest in any Certification Program Mark, other than the sub-license rights granted in this Agreement. Sub-licensee recognizes the value of the goodwill associated with the Certification Program Marks, and acknowledges that such goodwill exclusively inures to the benefit of and belongs to Adobe. Sub-licensee shall not assign, transfer or sub-license this Agreement (or any right granted in this Agreement) without the prior written consent of Certiport and Adobe. Sub-licensee agrees not to use the Certification Program Marks in any way that would disparage Adobe or injure Adobe's reputation for high quality.

3. **IDENTIFICATION AND USE.**

- (a) **Use.** The Sub-licensee may use the Certification Program Marks solely to identify Adobe as the source of the Certification Examinations and corresponding Published Exams in the Sub-licensee's marketing and promotion of the Certification Exams, and delivery of the corresponding Published Exams, to Candidates (as defined in the Alliance Agreement) if Sub-licensee is a Certiport Authorized Testing Center (as defined in the Alliance Agreement), or in the marketing and promotion of the Certification Examinations to Candidates and Certiport Authorized Testing Centers if the Sub-licensee is a Certiport reseller of the Certification Program (as defined in the Alliance Agreement), all in connection with Certiport's administration of the Certification Program (collectively "Purpose of Use").
- (b) **Identification of Certification Program Marks.** Sub-licensee may use the Certification Program Marks on the Certification Examinations referenced herein, as well as on web sites or in print media, labels or packaging, for the Purpose of Use, so long as such use complies with this Agreement, the trademark guidelines available at the "Permissions and trademark guidelines" pages of the Adobe website (www.adobe.com) and the "Adobe Trademarks Guidelines for third parties who license, use or refer to Certification Program Marks," attached as **Attachment 1** hereto also available from the Adobe web site at: (http://www.adobe.com/support/certification/pdfs/Cert_Logo_Guide.pdf). Sub-licensee shall comply with the requirements on **Attachment 1** hereto and shall:
 - (i) mark its use of Certification Program Marks with the symbol ® or "™" as specified by the Adobe guidelines;
 - (ii) include the trademark attributions as required by the "Adobe Trademarks Guidelines for third parties who license, use or refer to Certification Program Marks as described in **Attachment 1** in reasonably close proximity to its first use of any Certification Program Mark in any document or on a screen display, or in a location to which users are directed for statements concerning the ownership of intellectual property rights of Sub-licensee;
 - (iii) not alter any Certification Program Mark logos in any way, including without

Certiport Authorized Test Center (CATC™) Agreement

limitation, skewing, changing the color, rotating, animating, morphing, separating logo elements or changing a type face;

- (iv) display any Certification Program Mark logo in a type size greater than 2cm high at all times;
- (v) not display any Certification Program Mark as a primary or prominent feature on any non-Adobe products or materials;
- (vi) not incorporate, combine or use any Certification Program Mark in any manner as part of, or in close proximity to, another company's name, domain name, product or service name, logo, trade dress, design, slogan or other trademarks; and
- (vii) reproduce the Certification Program Marks only from electronic files as shall be provided by Certiport to Sub-licensee (and as may be modified or amended by Adobe from time to time).

(c) Protecting the Certification Program Marks. Sub-licensee acknowledges the validity of the Certification Program Marks and Adobe's ownership of the Certification Program Marks. Sub-licensee shall not represent that it is the owner of the Certification Program Marks or claim any right in it. Sub-licensee shall employ best efforts to use the Certification Program Marks in a manner that does not derogate from Adobe's rights in the Certification Program Marks and will take no action that will interfere with or diminish Adobe's rights in the Certification Program Marks. All uses of the Certification Program Marks by Sub-licensee will inure to the benefit of Adobe. Sub-licensee will not use the Certification Program Marks in any way as an endorsement or sponsorship by Adobe or Certiport of a Sub-licensee product, or Sub-licensee's Web site, services, information or other content. Sub-licensee agrees that it will not challenge or do anything to impair Adobe's ownership of the Certification Program Marks or Certiport's license therefrom. In particular, Sub-licensee will not register or attempt to register any Certification Program Mark in any jurisdiction and will not oppose Adobe's registration of any Certification Program Mark. Sub-licensee agrees that it will not adopt or use a trademark, service mark, or any other designation confusingly similar to the trademark, or use any other trademark, word, symbol, letter or design in combination with any Certification Program Mark in a manner that would create a combination mark.

4. QUALITY STANDARD: APPROVAL PROCESS, FEES, AND INSPECTION.

(a) Standard. Sub-licensee agrees to use the Certification Program Marks in connection with the marketing, promotion or delivery of Published Exams only where:

- (i) Sub-licensee's self-promotional activities are in compliance with all applicable U.S. and foreign fair advertising laws and regulations;
- (ii) Sub-licensee's self-promotional activities are in compliance with all other applicable U.S. and foreign laws and regulations;
- (iii) Sub-licensee's services are compatible with Adobe products if so indicated on the promotional materials for Sub-licensee's services;

Certiport Authorized Test Center (CATC™) Agreement

- (iv) Sub-licensee's services are of a quality and reputation consistent with the high quality of Adobe products and services; and
- (v) Sub-licensee's services are performed in a manner consistent with industry standards set forth by the American Psychological Association.

(b) Inspection. Upon reasonable request from Adobe, Sub-licensee shall notify Adobe of the locations of Sub-licensee's use of the Certification Program Marks and furnish Adobe with suitable specimens of Sub-licensee's use of the Certification Program Marks. If Adobe so requests, Sub-licensee agrees to submit to Adobe any uses of the Certification Program Marks for Adobe's approval prior to the dissemination of these materials. Sub-licensee agrees to undertake such steps as Adobe may reasonably request to assist in monitoring and maintaining the quality and form of use of the Certification Program Marks. Adobe may review Sub-licensee's use of the Certification Program Marks at any time to evaluate Sub-licensee's compliance with the quality standards described in this Agreement. If at any time Adobe determines that Sub-licensee is not maintaining adequate quality standards, Sub-licensee shall be considered in breach of this Agreement and subject to the termination provisions herein. Sub-licensee shall immediately remedy any material deficiencies in its use of the Certification Program Marks upon reasonable notice from Adobe.

5. SUB-LICENSEE'S LIABILITY.

Sub-licensee shall indemnify, defend, and hold harmless Adobe and Certiport from and against any claims relating to Sub-licensee's use of the Certification Program Marks that does not comply with this Agreement.

6. LIMITATION OF LIABILITY.

NEITHER ADOBE NOR CERTIPORT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ADOBE TRADEMARKS. IN NO EVENT SHALL ADOBE OR CERTIPORT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO SUB-LICENSEE'S USE OF THE ADOBE TRADEMARKS, EVEN IF ADOBE AND/OR CERTIPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. PROTECTION OF THE ADOBE TRADEMARKS.

Sub-licensee agrees to cooperate with Certiport and Adobe in the protection of the Certification Program Marks by informing Certiport in writing of any infringements or imitations by others of any Certification Program Mark which come to Sub-licensee's attention, and Certiport and/or Adobe may bring appropriate action or proceeding with respect to such infringement at its own expense and for Adobe's benefit. In such event, Sub-licensee agrees to cooperate with and assist Certiport and Adobe and to join in such action or proceeding as a party if so requested by Certiport or Adobe.

8. **TERM AND TERMINATION.**

(a) The date of acceptance of this Agreement by Sub-licensee shall be the Effective Date of this Agreement. The term of this Agreement shall be for the same duration as set by the Alliance Agreement. Certiport or Adobe shall have the right to terminate this Agreement with cause upon fifteen (15) days prior written notice if it determines, in its sole discretion, that Sub-licensee is not using a Certification Program Mark in compliance with this Agreement. Either Adobe or Certiport may terminate this Agreement for any reason upon ninety (90) days prior written notice.

(b) This Agreement and the sub-license it grants shall terminate automatically without prior notice or legal action by Certiport or Adobe upon the happening of any of the following events:

- (i) the Alliance Agreement between Adobe and Certiport terminates;
- (ii) if Certiport's licensing or sublicensing rights terminates;
- (iii) Sub-licensee is adjudicated in any legal proceeding to be a voluntary or involuntary bankrupt;
- (iv) Sub-licensee makes any general assignment of assets or business for the benefit of creditors;
- (v) a trustee or receiver is appointed to administer or conduct Sub-licensee's business or affairs;
- (vi) ownership or control of Sub-licensee is substantially changed; or
- (vii) Sub-licensee's materials or revised materials fail to be approved or approval is withdrawn pursuant to paragraph 4(b).

(c) From and after termination or expiration of this Agreement, Sub-licensee shall cease and desist from all use of the Certification Program Marks, shall not adopt any colorable imitation or confusing simulation thereof, and shall refrain thereafter from representing directly or indirectly that it is a sub-licensee of the Certification Program Marks.

9. **NOTICES.**

All notices under this Agreement shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail, return receipt requested, or sent by facsimile with a receipt confirmed by telephone, to Sub-licensee at the address set forth in this Agreement, to Certiport or Adobe at the address provided for Certiport above.

10. **MISCELLANEOUS.**

This Agreement contains the entire agreement of the parties with respect to the subject matter of the Agreement and shall not be amended except by a written agreement subsequent to the Effective Date and signed by authorized representatives of each party. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Sub-licensee consents to jurisdiction and venue in the state and federal courts sitting in the State of Florida. If

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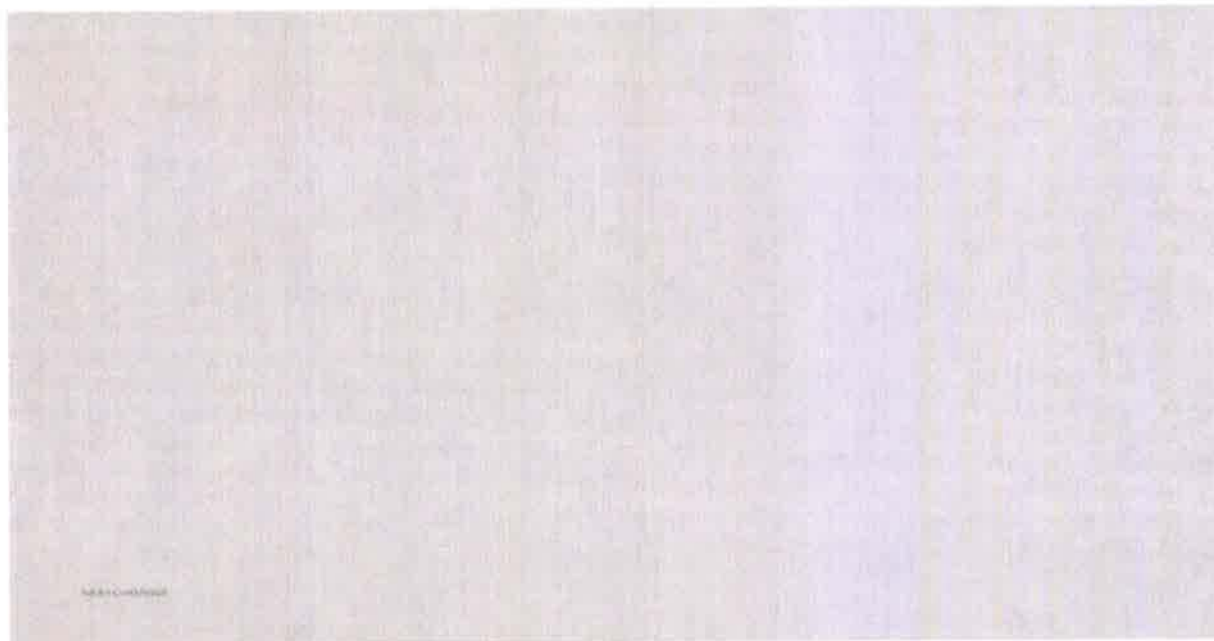
either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. Sub-licensee acknowledges that a breach by Sub-licensee of any of its obligations under this Agreement will cause Adobe irreparable harm. In the event of any breach by Sub-licensee that could result in irreparable harm to Adobe, or cause some loss or dilution of Adobe's goodwill, reputation, or rights in any Certification Program Mark, Adobe shall be entitled to seek an immediate injunction in addition to any other remedies available to it. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement does not create a partnership, joint venture or agency, employment, or grant a franchise between or among Certiport, Adobe and/or Sub-licensee.

Attachment 1



Adobe Certified Programs

Program, editorial and design guidelines for implementing the Adobe Certified badges
23 September 2010



Certiport Authorized Test Center (CATC™) Agreement

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Introduction

The certified programs badges and credentials have been created for self-promotional use by individuals who have met all requirements of the Adobe Certified Associate (ACA), Adobe Certified Educator, Adobe Certified Expert (ACE), or Adobe Certified Instructor (ACI) programs.

The full value of the credential is only fully realized when it is recognized by the audience to which you are promoting yourself. Wide recognition and respect for the credential can only be achieved if the badges and references to Adobe certification are used correctly and consistently.

To preserve the legal protection and strength of these badges, you must use them correctly and consistently, according to the following guidelines. Keep in mind that you must first pass the required examinations, agree to the terms and conditions of the Adobe Certified Associate, Adobe Certified Educator, Adobe Certified Expert, or Adobe Certified Instructor program and receive confirmation from Adobe before using any Adobe Certified program badge or credential.

© Adobe Certified Programs Qualification | Adobe Confidential | 4/15/2010/2017

Certiport Authorized Test Center (CATC™) Agreement

Program & terminology definitions

Adobe Certified Associate - An individual who has passed one or more Adobe Certified Associate (ACA) exams and agreed to the terms and conditions of the Adobe Certified Associate program.

Adobe Certified Educator - An Adobe Certified Associate who has demonstrated his/her teaching skills by providing accepted proof of skills to Adobe. A list of accepted demonstrations of teaching skills can be found at: www.certiport.com/Portal/DesktopDefault.aspx?tabid=640&roleid=103

Adobe Certified Expert - An individual who has passed the latest version of one or more Adobe Certified Expert (ACE) exams and agreed to the terms and conditions of the Adobe Certified Expert program.

Adobe Certified Instructor - An Adobe Certified Expert who has also demonstrated their teaching skills by providing accepted proof of skills to Adobe. A list of accepted demonstrations of teaching skills can be found at www.adobe.com/support/certification/aci_certify.html

Credential - A level of certification achieved by the Certificant and granted by Adobe.

Single Credential - Individuals certified in one Adobe product must use the badge with the appropriate product specification. Use of an Adobe Certified Associate, Educator, Expert, or Instructor badge without product specification is limited to individuals certified in two or more products.

Multiple Credentials - Individuals certified in two or more products may choose to use a version of the Adobe Certified Associate, Educator, Expert, or Instructor badges with no product specification. They may also display any of one the certified badges with product specification for which they are certified or any combination of badges with product specifications, but may not alter the badge to include multiple product names.

Specialist and Master Credentials - Adobe Certified Experts and Adobe Certified Instructors who have passed all exams required of the Specialist or Master level of certification should use the badge reflecting the level of certification they have achieved. In cases where multiple Specialist credentials are achieved, the Certificant may use any one or multiple badges, but may not alter the badge to include multiple credentials.

Certificate - A physical document issued by Adobe acknowledging the certification credential.

Certificant - An individual who has passed all exams required of a specific certification credential, agreed to the terms and conditions of the certification program and has received from Adobe acknowledgement of the credential in the form of a certificate.

Candidate - An individual who is pursuing a credential, but has not fulfilled all the requirements. An individual may be a Certificant for one Adobe Certified Expert credential and a Candidate for another.

2 Adobe Certified Programs Guidelines | Adobe Certification | 23 September 2010

Certiport Authorized Test Center (CATC™) Agreement

Certified Associate badges

If you are certified in one Adobe product, you must use the corresponding badge.

The badge without a product reference is reserved only for individuals certified in two or more Adobe products.

Each badge is available in two layouts, which may be used interchangeably based on space available in the layout.



3 Adobe Certified Programs Guidelines | Adobe Confidential | 23 September 2010

Certiport Authorized Test Center (CATC™) Agreement

Certified Educator badges

If you are certified in one Adobe product, you must use the corresponding badge.

The badge without a product reference is reserved only for individuals certified in two or more Adobe products.

Each badge is available in two layouts, which may be used interchangeably based on space available in the layout.



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Certified Expert badges

If you are certified in one Adobe product, you must use the corresponding badge.

The badge without a product reference is reserved only for individuals certified in two or more Adobe products.

Each badge is available in two layouts, which may be used interchangeably based on space available in the layout.



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Certified Instructor badges

If you are certified in one Adobe product, you must use the corresponding badge.

The badge without a product reference is reserved only for individuals certified in two or more Adobe products.

Each badge is available in two layouts, which may be used interchangeably based on space available in the layout.



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Specifications for use

To preserve the legal protection and strength of the badges, they must be used correctly and consistently, according to these guidelines. Apply these specifications to all versions of the badges.

Do not alter the badges in any way or create your own badges - use only the artwork supplied by Adobe.

Clear space

Clear space between the badge and other objects must be no less than $X/2$ surrounding the badge.

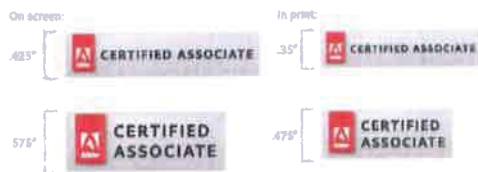


Please note: Do not separate the elements of the badge to be used independently, including the corporate Adobe logo.

This version of the corporate Adobe logo is not for use by third parties outside of the badge design. If you need a standard corporate Adobe logo, please contact your Adobe representative.

Minimum size

The minimum sizes shown below are recommended minimums, but always ensure your use retains legibility.



Certiport Authorized Test Center (CATC™) Agreement

Do's and don'ts

Do's

- Display the badge only in the form specified in this guide.
- Display the badge only in the colors in the electronic file provided by Adobe.
- Use only the badge in the electronic file provided by Adobe.
- Always position the badge alone and apart from other text and graphics, especially other trademarks and service marks.
- Always follow the guidelines for clear space and minimum size to ensure readability.
- Use proper trademark symbols with the correct trademark attribution statement.

Don'ts

- Do not combine the badge with any other elements—such as logos, words, graphics, photos, slogans, or symbols that might seem to create a hybrid mark.
- Do not rotate, skew, redraw, repropotion, reproduce three-dimensionally, or otherwise alter the badge or its elements in any way.
- Do not display the badge in a way that suggests that a third party's product is an Adobe product, or that it is a part of a third party's product name.
- Do not embed the badge within any main content or body text areas.
- Do not translate elements of the badge into another language or change it to another character set such as Japanese or Arabic, without prior written permission.

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Certiport Authorized Test Center (CATC™) Agreement

Business use

The Adobe Certified badges may NOT be used to promote a business, product or service. Adobe Certified badges may not be used on the cover of a product, book or package without first receiving written consent from Adobe.

A business may promote in an unambiguous manner that they employ Adobe Certified Associates, Educators, Experts, or Instructors or use Adobe Certificants in the development of a product only with the consent of the Certificants and in no way should imply an endorsement, partnership or relationship with Adobe beyond its intended use.

- Correct: We employ Adobe Certified Instructors
- Correct: Developed using Adobe Certified Experts
- Incorrect: We are Adobe Certified Instructors
- Incorrect: We are Adobe Certified Experts

Editorial references

Adobe Certified Associate, Adobe Certified Educator, Adobe Certified Expert or Adobe Certified Instructor should NOT be shortened, truncated or rearranged.

Because the ACE and ACI programs require recertification on the latest version of the product, no version designation is included in the logo. However, text references for individuals certified in one Adobe product, must contain both product name and version designation. No product name or version is necessary if an individual is certified on two or more current products.

Text references to Adobe certification must be clearly associated with the complete name of the individual.

Examples based on certification in one product:

Correct: John Doe is an Adobe Certified Instructor in Dreamweaver CS4

Incorrect: John Doe is an Adobe Certified Instructor in Dreamweaver

Correct: Jane Doe, Adobe Certified Expert, Photoshop CS4

Incorrect: Jane Doe, Adobe Certified Expert, Photoshop

Incorrect: John Doe, Adobe Photoshop Expert

Examples based on certification in multiple products:

Correct: John Doe is an Adobe Certified Instructor

Correct: John Doe, Adobe Certified Expert

Incorrect: John Doe, Adobe Expert

Incorrect: John Doe is Adobe Certified

Incorrect: John Doe is certified by Adobe

E-mail signatures

If your email application allows graphics, the appropriate program badge may be used. It must be positioned below the user's name and business name and it may not link to Adobe.com or any other web page.

Always follow the specifications provided for clear space and minimum size.

For example:

John Smith
CompanyABC



If your email application does not allow graphics, the program may be shown in text. Again it should be after the user's name and business name and should include the full credential, product name and version.

Correct: John Doe
Adobe Certified Expert, Photoshop CS5

If multiple credentials are held, then the full text version of each should be used in a stacked manner.

Correct: John Doe
Adobe Certified Expert, Illustrator CS5
Adobe Certified Expert, Photoshop CS5

Incorrect: John Doe
Adobe Certified Expert, Illustrator CS5 and Photoshop CS5

Certiport Authorized Test Center (CATC™) Agreement

Certification expiration

Periodic recertification is a requirement of the Adobe Certified Program.

An Adobe Certified Expert or Adobe Certified Instructor may promote himself or herself from the moment they receive confirmation of acceptance from Adobe until the expiration of their credential (90 days after the publication of an updated exam required of the credential).

When certification expires, individuals must discontinue use and remove all Adobe logos from collateral, web pages, business cards, stationery, resumes, and marketing materials. An individual may continue to use text references to their certification after expiration ONLY if they clearly state the version of the product for which they were certified or if they recertify on the current product version.

Example: Jane Doe, Adobe Certified Expert, Photoshop 5

Example: John Doe, Adobe Certified Expert, Photoshop CS2

Example: Jane Doe, Adobe Certified Expert, Flex 2

The Adobe Certified Associate and Adobe Certified Educator designations do not expire.

Certiport Authorized Test Center (CATC™) Agreement

Code of conduct

It is expected that all individuals promoting themselves as Adobe Certified Associates, Adobe Certified Educators, Adobe Certified Experts or Adobe Certified Instructors will:

- conduct themselves in a courteous and professional manner in situations related to their relationship with Adobe or use of Adobe products.
- adhere to all legal guidelines associated with the promotion of their credential and licensing of Adobe products as defined in the Adobe End User License Agreement (EULA).
- not abuse their credential by presenting it in such a way as to exaggerate or misrepresent their relationship with Adobe.

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Certiport Authorized Test Center (CATC™) Agreement

Trademark guidelines & attribution statements

Trademark Guidelines

When using Adobe trademarks, use the appropriate trademark symbol on the most prominent (or if none is prominent, the first) appearance on the materials. It is not necessary to mark subsequent mentions.

Attribution statements

Please include an attribution statement, which may appear in small, but still legible, print, when using any Adobe trademarks in any published materials. The format for the attribution statement should be:

List of Adobe marks used, beginning with "Adobe" and "the Adobe logo," if used, followed by any other marks (in alphabetical order) "are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries."

For example:

Adobe, the Adobe logo, Acrobat, and Creative Suite are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

The attribution statement typically is included with other legal lines, such as the copyright notice, at the end of a document or on the copyright page of a book or manual.

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For more information

All use of Adobe assets must be sent for approval to: brandapproval@adobe.com

Adobe Certified Associate program:

For more information, visit: www.adobe.com/go/aca

For questions, email: aditarkar@adobe.com

Adobe Certified Educator program:

For more information, visit: www.certiport.com/portal/DesktopDefault.aspx?page=common/pageLibrary/adobe_aca-educator.html

For questions, email: aditarkar@adobe.com

Adobe Certified Expert program:

For more information, visit: <http://www.adobe.com/support/certification/ace.html>

For questions, email: partner_mktg@adobe.com

Adobe Certified Instructor program:

For more information, visit: <http://www.adobe.com/support/certification/aci.html>

For questions, email: partner_mktg@adobe.com

For brand questions, please e-mail: askbrand@adobe.com



EXHIBIT D



Achieve • Distinguish • Advance
 1276 South 820 East
 Suite 200
 American Fork, Utah 84003
 (888) 999-9830 x 164 Fax (801) 492-4118
 Federal Tax ID Number: 26-1162759

Universal License Quote

NO: 08302016UL
 DATE: September 15, 2016

TO: Broward County School District
 Enid Valdez
 Cc: Brian King

Contact Phone
 Main Phone:
 Email:

enid.valdez@browardschools.com
brian.king@browardschools.com

REPRESENTATIVE	QUOTE GOOD UNTIL
Mindy Howa	November 30, 2016

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Universal District License for Broward County Schools</u> <ul style="list-style-type: none"> For all high schools and middle schools in the district Provide access to every Certiport program to every middle school and high school within Broward County SD: (ACA, ACE, MOS, ACU, ACU Professional, IC), Spark, MTA, QBCU) Assign student inventory packs as needed in any school across the district. Six exams in each student exam license Unlimited practice tests to the students for each program 		
	<u>Number of Exam Licenses</u> 16,659	\$43.24	\$720,335.16
	**All Certification exams and licenses expire one year from purchase date and no extensions, no refunds, or exchanges. **		
SUBTOTAL			\$720,335.16
SALES TAX			N/A
SHIPPING & HANDLING			N/A
TOTAL DUE			\$720,335.16

Email purchase order to Mindy Howa mindy.howa@pearson.com

Attachment 2

The following was copied from Microsoft's website on October 11, 2016.

Exam policies and FAQ

(Located at: <https://www.microsoft.com/en-us/learning/certification-exam-policies.aspx>)

Around the world, partners and customers look to Microsoft to deliver the highest quality exams and certifications. The Microsoft Certification exam policies have been developed to support the goals of the certification program, including:

Microsoft has specific policies in place that address the areas of security pertinent to Microsoft Certified Professional (MCP) exams.

Candidate bans

If a candidate violates any testing rule, exam policy, or term within the exam agreement (NDA), or engages in any misconduct that diminishes the security and integrity of the Microsoft Certification Program in any way, the candidate may be permanently prohibited from taking any future Microsoft Certification exams. In addition, the candidate may be decertified from the Microsoft Certification Program, and test scores and certifications may be revoked.

Examples of such misconduct, misuse, and fraud include, but are not limited to, the following:

- Falsifying score reports, by modifying and/or altering the original results/score reports for any exam record
- Cheating during the exam (such as looking at the monitors of other exam takers, using an unauthorized device, or looking at notes)
- Providing or accepting improper assistance
- Bringing non-authorized items into the testing center during an exam session (such as notes or unauthorized materials and electronic devices, such as cell phones)
- Using unauthorized material in attempting to satisfy certification requirements (this includes using "brain-dump" material and/or unauthorized publication of exam questions with or without answers)
- Falsifying identity or impersonating another individual to gain access to an exam
- Misconduct as determined by statistical analysis
- Copying, publishing, disclosing, transmitting, selling, offering to sell, posting, downloading, distributing in any way, or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling, or translating any exam in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose
- Disclosing Microsoft intellectual property (IP)
- Disseminating actual exam content
- Using the exam content in any manner that violates applicable law

Certiport Authorized Test Center (CATC™) Agreement

- Violating the current exam retake policy
- Violating the Microsoft non-disclosure agreement (NDA) in any way
- Violating the agreement with the exam delivery provider in any way

Candidate appeal process

1. Candidates may appeal their ban by submitting an appeal to mlsecure@microsoft.com.
2. A candidate may appeal a ban for falsifying a score report by submitting the original report (no scans or electronic copies) to:

Microsoft Learning Experiences Security Team
One Microsoft Way
Redmond, WA 98052

3. The Microsoft Learning Experiences Security Team will review all submitted appeal requests and conduct a thorough investigation of each specific case and will communicate directly with the candidate regarding the conclusion of the investigation and final appeal decision.

Exam retake policy

1. General Microsoft Certified Professional (MCP) exam retake policy
 1. If a candidate does not achieve a passing score on an exam the first time, the candidate must wait at least 24 hours before retaking the exam.
 2. If a candidate does not achieve a passing score the second time, the candidate must wait at least 14 days before retaking the exam a third time.
 3. A 14-day waiting period is also imposed for the fourth and fifth subsequent exam retakes. A candidate may not take a given exam any more than five times per year (12 months). This 12-month period starts the day of the fifth unsuccessful exam retake. The candidate is then eligible to retake the exam 12 months from that date. To take a given exam more than five times per year, a candidate must submit a request and obtain prior permission from Microsoft.
 4. If a candidate achieves a passing score on an exam, the candidate cannot take the exam again.
2. Microsoft Technology Associate (MTA) and Microsoft Certified Educator (MCE) exam retake policy
 1. If a candidate does not achieve a passing score on an exam the first time, the candidate must wait 24 hours before retaking the exam.
 2. If a candidate does not achieve a passing score the second time, the candidate must wait seven days before retaking the exam a third time.
 3. A seven-day waiting period is imposed for each subsequent exam retake.
 4. A candidate may not take a given exam any more than five times per year (12 months). This 12-month period starts the day of the fifth unsuccessful exam retake. The candidate is then eligible to retake the exam 12 months from that date. To take a given exam more than five times per year, a candidate must submit a request and obtain prior permission from Microsoft.

Certiport Authorized Test Center (CATC™) Agreement

5. If a candidate achieves a passing score on an MTA exam, the candidate cannot take it again.
3. Microsoft Office Specialist (MOS) exam retake policy
 1. Retake vouchers can only be used to retake the same exam that was failed.
 2. All vouchers must be used prior to their expiration dates, without exception.
 3. Retake vouchers must be used within 30 days of the initial failed exam.
 4. As of July 1, 2014, the retake policy changed to the following:
 1. If a candidate does not achieve a passing score on an exam the first time, the candidate must wait 24 hours before retaking the exam.
 2. If a candidate does not achieve a passing score the second time, the candidate must wait 48 hours before retaking the exam.
 3. A two-day waiting period is imposed for each subsequent exam retake.
 4. If a candidate achieves a passing score on an exam, the candidate may take it again.
4. MCP beta exam retake policy
 1. Beta exams may be taken only once.
 2. This policy supersedes the general retake policy.
5. Exam-specific retake policy exceptions
 1. In some cases, Microsoft may have special policies for specific exams.

Testing center closures due to security reasons

1. Microsoft may suspend testing at any location where we deem there is a security or integrity problem.
2. Microsoft may suspend testing at sites that are related to test sites that pose security risks.

Testing center appeal process

Testing center owners can appeal a site closure by submitting an appeal to mlsecure@microsoft.com.

Data forensics

Microsoft will use data forensics as a basis for an enforcement action against a candidate. Statistical evidence may demonstrate diminished exam integrity and/or be used to corroborate evidence of improper activity. Exams and scores may be canceled, candidates may be banned, and testing centers may be closed, based on statistical evidence.

Out-of-country testing

To sit for a Microsoft Certification exam at a Pearson VUE testing center in India, China, or Pakistan, you must be a legitimate resident of that country. If you are a legitimate resident of

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that country, note the following:

Testing centers in these three countries are required to confirm and record that each Microsoft Certification candidate has shown documented proof that he or she is a legitimate resident of that specific country. To verify country of residence status, the candidate is required to present two forms of original (no photocopies), valid (unexpired) IDs—one form as a primary ID (government issued with name, photo, and signature) and one form as a secondary ID (with name and signature).

Important: If you are not a legitimate resident of India, China, or Pakistan, you will not be allowed to sit for a Microsoft Certification exam within that country.

Candidate retesting at request of Microsoft

1. Microsoft reserves the right to ask any candidate to retest for any suspected fraudulent activity or anomalous testing patterns at any time.
2. Retesting will take place at a facility that is selected by Microsoft at a time agreed upon by Microsoft and the candidate.

Revoking certifications

If a candidate violates any testing rule, exam policy, or term within the exam agreement (NDA), or engages in any misconduct that diminishes the security and integrity of the Microsoft Certification Program in any way, the candidate may be permanently prohibited from taking any future Microsoft Certification exams. In addition, the candidate may be decertified from the Microsoft Certification Program, and test scores and certifications may be revoked.

Beta testing

1. Inclusion in beta testing is by invitation only.
2. Microsoft reserves the right to exclude countries and/or testing centers from the beta testing program.

Right of exclusion

Based on security and integrity concerns, Microsoft reserves the right to exclude specific regions, countries, and testing centers from the Microsoft Certification Program altogether.

Attachment 3

The following was copied from CompTIA's website on October 11, 2016.

CompTIA Certification Retake Policy

(Located at <https://certification.comptia.org/testing/test-policies/comptia-certification-retake-policy>)

In the event that you fail your first (1st) attempt to pass any CompTIA certification examination, CompTIA does not require any waiting period between the first (1st) and second (2nd) attempt to pass such examination. However, before your third (3rd) attempt or any subsequent attempt to pass such examination, you shall be required to wait for a period of at least fourteen (14) calendar days from the date of your last attempt to pass such examination.

a. If a Candidate has passed an exam (or multiple exams) and achieved a certification, he/she cannot take the exam again, using the same exam code, without prior consent from CompTIA.

For example:

- If a candidate has passed an exam (e.g. CompTIA Network+ N10-005) he/she will need to wait until a new series (e.g. N10-006) becomes available before attempting to recertify.
- If a candidate has passed multiple exams to achieve a certification (e.g. CompTIA A+ 220-701 & 220-702) he/she will need to wait until a new series (e.g. 220-801 & 220-802) becomes available before attempting to recertify.

b. CompTIA beta examinations may only be taken one (1) time by each candidate.

c. A test found to be in violation of the retake policy will be invalidated and the candidate may be subject to a suspension period. Repeat violators will be permanently banned from participation in the CompTIA Certification Program.

d. Candidates must pay the exam price each time they attempt the exam. CompTIA does not offer any free re-tests or discounts on retakes.

Attachment 4

CATC Technical Requirements as of October 11, 2016

(Located at: <https://www.certiport.com/Portal/desktopdefault.aspx?page=common/pagelibrary/techRequirements.htm>)

Technical Requirements

Specific requirements must be met to ensure that Certiport exams and Practice Tests are delivered in a compatible and consistent environment. Please examine the requirements below to learn more about what it takes to deliver exams as a Certiport Authorized Testing Center (CATC). If you have questions about this page please contact **Customer Service**.

Note: Exams cannot be delivered during times of periodic maintenance. For upcoming server maintenance information please **click here**.

Find Requirements by Program Name:

MICROSOFT OFFICE SPECIALIST (MOS) EXAMS 2016

MOS 2016

Exams List:

(Live-in-the-application)*

Word

Excel

PowerPoint - [Now Available!](#)

Word Expert - [Now Available!](#)

Excel Expert - [Now Available!](#)

These exams are delivered with the **Console 8** delivery system.

Supported Office Versions:

Microsoft Office 2016 Professional or Professional Plus (32 or 64-bit)

Microsoft Office 2016 via Office 365 (32 or 64-bit)

***Note:** All Live-in-the-application Microsoft Office Specialist exams delivered with **Console 8** require a complete, local installation of the Office software, and only one Office Suite may be installed per machine.

If you are using a cloud-based subscription to install the Office software, please click **here** for an Office 365 FAQ as it relates to delivering MOS exams with our Console 8 system.

Item	Required / Minimum	Recommended
Processor	1 GHz or higher	Core i5 or equivalent
RAM	2GB	8GB

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Hard Drive: (Free Space after Office and Windows Install)	5GB	5GB on a Solid State drive
Video Resolution	1280 x 800	1920 x 1080
Keyboard & Mouse	Yes	Yes
Internet Connection Speed (<i>click here to test your bandwidth</i>)	256 kbps or DSL	High Speed Internet
Supported Web Browser	IE11	IE11
Important: The above requirements are in addition to any requirements specified in the Console 8 section.		

MICROSOFT OFFICE SPECIALIST (MOS) EXAMS 2013

MOS 2013

Exams List:

(Live-in-the-application)*

Word
Word Expert
Excel
Excel Expert
Access
Outlook
PowerPoint

These exams are delivered with the **Console 8** delivery system.

Exams List:

SharePoint
OneNote

These exams are delivered with the **Console 8** or the **Online (Windows)** delivery system.

Supported Office Versions:

Microsoft Office 2013 Professional or Professional Plus w/ SP1 (32 or 64-bit)
Microsoft Office 2013 via Office 365 (32 or 64-bit)

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***Note:** All Live-in-the-application Microsoft Office Specialist exams delivered with **Console 8** require a complete, local installation of the Office software, and only one Office Suite may be installed per machine.

If you are using a cloud-based subscription to install the Office software, please click **here** for an Office 365 FAQ as it relates to delivering MOS exams with our Console 8 system.

MICROSOFT OFFICE SPECIALIST (MOS) EXAMS 2010

MOS 2010

Exams List:

(Live-in-the-application)*

Word
Word Expert
Excel
Excel Expert
Access
Outlook
PowerPoint

These exams are delivered with the **Console 8** delivery system.

Exams List:

SharePoint
OneNote

These exams are delivered with the **Online (Windows)** delivery system.

Supported Office Version:

Microsoft Office 2010 Professional or Professional Plus w/ SP2 (32-bit only)

***Note:** All Live-in-the-application Microsoft Office Specialist exams delivered with **Console 8** require a complete, local installation of the Office software, and only one Office Suite may be installed per machine.

MICROSOFT TECHNOLOGY ASSOCIATE (MTA) EXAMS

MTA EXAMS

Exams List:

(98-349) Windows Operating System Fundamentals
(98-361) Software Development Fundamentals (C# or VB)
(98-364) Database Fundamentals
(98-365) Windows Server Administration Fundamentals
(98-366) Networking Fundamentals
(98-367) Security Fundamentals
(98-368) Windows Mobility & Device Fundamentals
(98-369) Cloud Fundamentals

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(98-375) HTML 5 Application Developer Fundamentals

These exams are delivered with the **Console 8** delivery system.

MICROSOFT CERTIFIED EDUCATOR (MCE) EXAM

MCE EXAM

Exam List:

Technology Literacy for Educators (62-193)

This exam is delivered with the **Console 8** or the **Online (Windows)** delivery system.

IC3 GS4, & GS5 EXAMS

IC3 EXAMS

IC3 GS5 (Win 7/Office 2013 w/ Cloud Computing) – Key Applications, Computing Fundamentals, and Living Online – **Console 8**, **Online (Windows)**, and **Online (Mac)** Delivered Testing

IC3 GS4 (Win 7/Office 2010 w/ Cloud Computing) – Key Applications, Computing Fundamentals, and Living Online – **Console 8**, **Online (Windows)**, and **Online (Mac)** Delivered Testing

Note: Every IC3 certification is comprised of three separate exams: Key Applications, Computing Fundamentals, and Living Online. All exam parts must be passed in order to obtain the certification.

ADOBE CERTIFIED ASSOCIATE (ACA) EXAMS

ACA EXAMS

Adobe Creative Cloud (CC) 2015 Suite:

Dreamweaver - **Console 8**, **Online (Windows)**, and **Online (Mac)**

InDesign - **Console 8**, **Online (Windows)**, and **Online (Mac)**

Illustrator - **Console 8**, **Online (Windows)** and **Online (Mac)**

Photoshop - **Console 8**, **Online (Windows)** and **Online (Mac)**

Premiere Pro - **Console 8**, and **Online (Windows)**

Adobe (CS6) Suite: Dreamweaver, Flash Professional, InDesign, Illustrator, Photoshop, and Premiere Pro – **Console 8**, **Online (Windows)** and **Online (Mac)** Delivered Testing

Note: Creative Cloud-based ACA certifications become non-current three years after the date of issue.

ADOBE CERTIFIED EXPERT (ACE) EXAMS

ACE EXAMS

Adobe Creative Cloud (CC) ACE Suite: Flash, InDesign, Illustrator, Photoshop, Premiere Pro, and Dreamweaver – Console 8 and Online (Windows) Delivered Testing

AUTODESK CERTIFIED USER (ACU) EXAMS

ACU EXAMS

Exams List:

Autodesk AutoCAD Certified User Exam
Autodesk Inventor Certified User Exam - Imperial
Autodesk Inventor Certified User Exam - Metric
Autodesk Revit Architecture Certified User Exam - Imperial
Autodesk Revit Architecture Certified User Exam - Metric
Autodesk Maya Certified User Exam
Autodesk 3ds Max Certified User Exam

These exams are delivered with the **Online (Windows)** delivery system. For Console 8, see the "ACU In-App" section.

AUTODESK CERTIFIED USER (ACU) IN-APP EXAMS

ACU EXAMS

Exams List:

(Live-in-the-application)*

Autodesk AutoCAD Certified User Exam - Now Available!
Autodesk Fusion 360 Certified User Exam - Now Available!
Autodesk Inventor Certified User Exam - Imperial - Now Available!
Autodesk Revit Architecture Certified User Exam - Imperial - Now Available!
Autodesk 3ds Max Certified User Exam - Now Available!
Autodesk Inventor Certified User Exam - Metric - Now Available!
Autodesk Revit Architecture Certified User Exam - Metric - Now Available!
Autodesk Maya Certified User Exam - Now Available!

These exams are delivered with the **Console 8** delivery system.

Item	Required / Minimum	Recommended
Hard Drive: (Free Space after Autodesk software and Windows install)	15GB	+1GB over Min Per Exam Program Installed
Requirements for ACU In-App Delivery:		
.NET Framework	<u>Windows 7 Users:</u> .NET 3.5 is already built into the version of Windows so only .NET 4.0 and .NET 4.5.2 will need to be installed	

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Windows 8.1 / Windows 10 Users: .NET 4.0 or 4.5 is already built into these versions of Windows so only .NET 4.5.2 will need to be installed

Note: You will need to meet or exceed the baseline **Console 8** requirements, the ACU specific requirements listed above for Console 8, in addition to the baseline requirements linked below for the locally installed Autodesk software required for in-app exam delivery.

Supported Autodesk Software Versions:

For a list of system requirements to run the Autodesk Software please follow the link below.

AutoCAD 2016 / 2017

Inventor 2016 / 2017

Revit 2016 / 2017

3ds Max 2016 / 2017

Maya 2016 / 2017

Fusion 360

***Note:** Each live-in-the-application Autodesk Certified Professional exam delivered with **Console 8** requires a complete, local installation of the Autodesk software. Exams work with both 2016 and 2017 versions of the Autodesk Software.

AUTODESK CERTIFIED PROFESSIONAL (ACP) EXAMS

ACP EXAMS†

Exams List:

(Live-in-the-application)*

AutoCAD

AutoCAD Civil 3D

Inventor

Revit Architecture

Revit Structure

Revit MEP: Electrical

Revit MEP: Mechanical

3ds Max

Maya

These exams are delivered with the **Console 8** delivery system.

†Current Version

Item	Required / Minimum	Recommended
Hard Drive: (Free Space after Autodesk software and Windows install)	15GB	+1GB over Min Per Exam Program Installed

Requirements for ACP Delivery:

.NET Framework

Windows 7 Users: .NET 3.5 is already built into the version of Windows so only .NET 4.0 and .NET 4.5.2 will need to be installed

Windows 8.1 / Windows 10 Users: .NET 4.0 or 4.5 is already built into these versions of Windows so only .NET 4.5.2 will need to be installed

Note: You will need to meet or exceed the baseline **Console 8** requirements, the ACP specific requirements listed above for Console 8, in addition to the baseline requirements linked below for the locally installed Autodesk software required for in-app exam delivery.

Supported Autodesk Software Versions:

For a list of system requirements to run the Autodesk Software please follow the link below.

AutoCAD 2016 | 2017

AutoCAD Civil 3D 2016 | 2017

Inventor 2016 | 2017

Revit 2016 | 2017

3ds Max 2016 | 2017

Maya 2016 | 2017

***Note:** Each live-in-the-application Autodesk Certified Professional exam delivered with **Console 8** requires a complete, local installation of the Autodesk software. Exams work with both 2016 and 2017 versions of the Autodesk Software.

ACP 2015 EXAMS

Exams List:

(Live-in-the-application)*

AutoCAD

AutoCAD Civil 3D

Inventor

Revit Architecture

Revit Structure

Revit MEP

3ds Max

Maya

These exams are delivered with the **Console 8** delivery system.

Item	Required / Minimum	Recommended
Hard Drive: (Free Space after Autodesk software and Windows Install)	15GB	+1GB over Min Per Exam Program

Installed

Requirements for ACP Delivery:

.NET Framework

Windows 7 Users: .NET 3.5 is already built into the version of Windows so only .NET 4.0 and .NET 4.5.2 will need to be installed

Windows 8.1 / Windows 10 Users: .NET 4.0 or 4.5 is already built into these versions of Windows so only .NET 4.5.2 will need to be installed

Note: You will need to meet or exceed the baseline **Console 8** requirements, the ACP specific requirements listed above for Console 8, in addition to the baseline requirements linked below for the locally installed Autodesk software required for in-app exam delivery.

Supported Autodesk Software Versions:

For a list of system requirements to run the Autodesk Software please follow the link below.

AutoCAD 2015

AutoCAD Civil 3D 2015

Inventor 2015

Revit 2015

3ds Max 2015

Maya 2015

***Note:** Each live-in-the-application Autodesk Certified Professional exam delivered with **Console 8** requires a complete, local installation of the Autodesk software.

INTUIT QUICKBOOKS CERTIFIED USER EXAMS

QBCU EXAMS

Exams List:

Intuit Quickbooks Certified User 2016

Intuit Quickbooks Certified User 2015

Intuit Quickbooks Certified User 2014

These exams are delivered with the **Console 8** or **Online (Windows)** delivery system.

Find Requirements by Exam Delivery Systems & Solutions:

CONSOLE 8

FOR DELIVERY OF THE MOS 2016/2013/2010, MTA, MCE, ACA, ACE, ACU, ACP, QBCU & IC3 GS4/GS5 EXAMS (see program sections for ACP, ACU LITA, and MOS 2016 for additional requirements)

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Item	Required / Minimum	Recommended
Processor	Pentium 4 or equivalent 1.3 GHz or higher	Core i5 or equivalent 2.6 GHz or higher
RAM	2GB	4GB
Windows Admin Privileges	Complete local administrator rights with no group policies to install and deliver	
Hard Drive: (Free Space after Office and Windows install)	5GB	+1GB over Min Per Exam Program Installed
Keyboard & Mouse (pointing device)	Yes (mouse not required for exams with ADA accommodations)	
Video Resolution (Widescreen 16:9)	1280 x 800	1920 x 1080
Note: Console 8 was designed to have the best testing experience on a widescreen device.		
Video Resolution (Standard 4:3)	1024 x 768	1280 x 1024
Internet Connection Speed (<i>click here to test your bandwidth</i>)	256 kbps or DSL	High Speed Internet Connection
Communication Ports and IP addresses	<p>Required: The domain certiport.com needs to be accessible. Also, need to have full access through ports 80 (HTTP), 443 (HTTPS) and HTTP redirects permitted.</p> <p>Recommended: Whitelist the domain "*.certiport.com".</p> <p>Minimum - The following IP addresses must be accessible:</p> <p>159.182.30.18 www.certiport.com 93.191.169.139 Additional Security IP 159.182.30.17 downloads.certiport.com 159.182.31.253 certprep.certiport.com 159.182.30.16 myspeed.certiport.com 159.182.30.17 verify.certiport.com</p> <p>Note: If the internet is accessed through an authenticating proxy server and the system is not configured to automatically pass</p>	

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	credentials to it, you will experience issues while testing.
Automatic Updates	Automatic software updates including Windows updates should be turned off or set to not occur during testing.
Adobe Flash Player	current version
Adobe Flash Player Plugin	version 13
Adobe Reader	current version
Java (required for MySpeed Test)	current version
Requirements for MOS Delivery:	
<u>All Windows Versions:</u> .NET 4.0 or .NET 4.5	
Requirements for ACP Delivery:	
See the ACP Product Section for requirements*	
Requirements for IC3, MTA, MCE, and ACA Delivery:	
.NET Framework	<p><u>Windows 7 Users:</u> .NET 3.5 is already built into this version of Windows so only .NET 4.0 will need to be installed</p> <p><u>Windows 8.1 / Windows 10 Users:</u> .NET 4.0 or 4.5 is already built into these versions of Windows so only .NET 3.5 will need to be installed</p> <p>*Note: You must install the .NET prerequisites prior to installing the driver component via Console 8 update services (all exam programs).</p>
Restoring Software	Software must be disabled during an exam or computer will not keep user-tracking progress in the event of an error
Installed Printer	Yes
Supported Web Browser	<p>Internet Explorer 11 (32-bit version only)</p> <p>Note: Microsoft Edge is not supported.</p> <p>Click here for a guide on using</p>

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IE11 with Windows 10.

Supported Operating Systems

Microsoft Windows 7: Professional, Enterprise, or Ultimate w/ SP1 (32 or 64-bit)
Microsoft Windows 8.1: Core, Pro, or Enterprise (32 or 64-bit)
Microsoft Windows 10: Home, Pro, or Enterprise (32 or 64-bit)

Supported Microsoft Office Versions

Click [**here**](#) for MOS 2010 information.

Click [**here**](#) for MOS 2013 information.

Click [**here**](#) for MOS 2016 information.

Console 8 employs concurrent technology which uses hard-coded paths and registry access on your local machine to function. Other software could create a conflict, or prevent these settings from occurring. We recommend that Console 8 be installed on a machine that has as few other software applications installed as possible.

Note: The Console 8 software must be installed locally in a dedicated (fat client) environment - thin/zero/web/citrix clients are not supported.

Note: If it is not found in the requirements above then it should be considered "Not Supported".

ONLINE/LMS - WINDOWS

FOR DELIVERY OF THE MCE, ACA, ACE, IC3 GS4, IC3 GS5, ACU, MOS SHAREPOINT, MOS ONENOTE, & QUICKBOOKS EXAMS

Item	Required / Minimum
Processor	Pentium 4 1.3 GHz or higher
RAM	1GB
Keyboard & Mouse (pointing device)	Yes
Minimum Video Resolution	1024 x 768
Color Depth	16-bit or Higher
Display Properties	96 DPI only

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Minimum Monitor Size	17"
Internet Connection Speed (click here to test your bandwidth)	256 kbps or DSL
Minimum temporary Internet files disk space usage	512MB
Communication Ports and IP addresses	<p>Required: The domain certiport.com needs to be accessible. Also, need to have full access through ports 80 (HTTP), 443 (HTTPS) and HTTP redirects permitted.</p> <p>Recommended: Whitelist the domain "*.certiport.com".</p> <p>Minimum - The following IP addresses must be accessible:</p> <p>159.182.30.18 www.certiport.com 93.191.169.139 Additional Security IP 159.182.30.17 downloads.certiport.com 159.182.31.253 certprep.certiport.com 159.182.30.16 myspeed.certiport.com 159.182.30.17 verify.certiport.com</p> <p>Note: If the internet is accessed through an authenticating proxy server and the system is not configured to automatically pass credentials to it, you will experience issues while testing.</p> <p>Note on LMS: BrowserLockdown3.exe is started by the ActiveX control when Lockdown is engaged at the beginning of an exam. If the Testing Center's security software (firewall, antivirus, anti-spyware, etc.) is not configured to allow this program the same rights as Internet Explorer to access the internet, you may experience:</p> <p>A white screen when the exam attempts to start The tutorial loads and works but some or all of the exam content does not load Questions start loading but never complete</p> <p>Security configurations should be changed so that full access to the internet is given to BrowserLockdown3.exe — usually by the IT department or personnel due to UAC rights.</p>
Required Software	Certiport Browser Lockdown 3 - (requires login)
Pop-up blockers including Google, Yahoo, and other	Pop-up blocking settings from all sources should be disabled during testing. Automatic software updates including Windows updates should

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Internet Explorer-installed blockers and automatic updates	be turned off or set to not occur during testing.
Java	current version
Adobe Flash Player	current version
Adobe Flash Player Plugin	version 13
Adobe Reader	current version
.NET Framework	Both .NET 3.5 (download here) and .NET 4.0 (download here) are required. Note: It is recommended you install the .NET Framework before installing Browser Lockdown.
Trusted Sites	"*.certiport.com" added
Installed Printer	Yes
Supported Web Browser	Internet Explorer 11 (32-bit version only)
Supported Operating Systems	<u>Microsoft Windows 7:</u> Professional, Enterprise, or Ultimate 32 and 64-bit (SP1) <u>Microsoft Windows 8.1:</u> Core, Pro, or Enterprise, 32 and 64-bit
Note: The Online for Windows software must be installed locally in a dedicated (fat client) environment - thin/zero/web/citrix clients are not supported.	
Note: If it is not found in the requirements above then it should be considered "Not Supported".	
CERTIPORT MAC LAUNCHER	
FOR DELIVERY OF THE MAC-COMPATIBLE ACA, IC3 GS4, & GS5 EXAMS	

Item

Required / Minimum

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Processor	Core 2 Duo 1.8 GHz or higher
RAM	1GB
Keyboard & Mouse (pointing device)	Yes
Minimum Video Resolution	1024 x 768
Color Depth	16-bit or Higher
Display Properties	96 DPI only
Minimum Monitor Size	17"
Internet Connection Speed (<i>click here to test your bandwidth</i>)	256 kbps or DSL
Communication ports and IP addresses	<p>Required: The domain certiport.com needs to be accessible. Also, need to have full access through ports 80 (HTTP), 443 (HTTPS) and HTTP redirects permitted.</p> <p>Recommended: Whitelist the domain "*.certiport.com".</p> <p>Minimum - The following IP addresses must be accessible:</p> <p>159.182.30.18 www.certiport.com 93.191.169.139 Additional Security IP 159.182.30.17 downloads.certiport.com 159.182.31.253 certprep.certiport.com 159.182.30.16 myspeed.certiport.com 159.182.30.17 verify.certiport.com</p> <p>Note: If the internet is accessed through an authenticating proxy server and the system is not configured to automatically pass credentials to it, you will experience issues while testing.</p>
Required Software	Certiport Mac Launcher - (requires login)
Automatic updates	Mac OS X updates should be turned off or set to not occur during testing.

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Adobe Flash Player	current version
Adobe Reader	current version
Installed Printer	Yes (for printing exam results)
Supported Web Browsers (beginning 8/12/2015)	Mac Launcher has an embedded version of Chromium built into the solution that installs with the software. For browsing and using features of certiport.com you may continue to use Safari or Google Chrome.
Supported Operating Systems	Mac OS X (v. 10.7) Lion Mac OS X (v. 10.8) Mountain Lion Mac OS X (v. 10.9) Mavericks Mac OS X (v. 10.10) Yosemite Mac OS X (v. 10.11) El Capitan
<p>Note: The Mac Launcher software must be installed locally on the same hard drive that contains the Mac OS. It must also be within a dedicated (fat client) environment - thin/zero/web/citrix clients are not supported.</p> <p>Note: If it is not found in the requirements above then it should be considered "Not Supported".</p>	

ANYWHERE PROCTORED

Item	Minimum	Recommended
Note: If it is not found in the requirements below then it should be considered "Not Supported".		
Processor	Intel multicore CPU (x86 or x64) AMD multicore CPU (x86 or x64)	Intel Core 2 Duo series (or higher) AMD Athlon X2 series (or higher)
RAM	OS specified Minimum RAM (no less than 2GB)	4GB
Minimum Video Resolution	1024 x 768	1920 x 1080
Color Depth	16-bit	32-bit
Broadband Internet connection speed	256Kbps	1Mbps
	Note: If more than one exam is being delivered simultaneously,	Note: If more than one exam is being delivered simultaneously,

Certiport Authorized Test Center (CATC™) Agreement

	<p>then an additional 30 kbps down and 15 kbps up is required for each simultaneous exam delivery beyond the first.</p> <p>then an additional 128 kbps down and 64 kbps up is required for each simultaneous exam delivery beyond the first.</p> <p>Note: Pearson Strongly Recommends using a wired network rather than a wireless network as it provides better exam delivery performance. Dial-up connections are not supported.</p>
Pearson System Check	<p>All Centers must be able to pass a connection test prior to exam delivery. Please click here to run the check.</p>
Windows Admin Rights	<p>Local Windows Admin rights are needed during the delivery of exams.</p>
Network & Domain Level Configuration Settings	<p>We strongly recommend avoiding network configurations involving Proxy Servers, Advanced Firewall Security Configurations and other network security measures such as but not limited to Packet Filtering or Packet Inspection. These advanced security configurations are known to cause moderate to severe degradation in test delivery performance.</p> <p>For AP Exams Port 80 (HTTP) and Port 443 (HTTPS) must have sustained continuous connections. It is strongly recommended that traffic on these ports should be completely unrestricted.</p> <p>The following IP Addresses must be set as approved / unblocked / or given the highest priority. Note: The last 3 include IP Ranges, but if your system does not accept '0/24' or '0/16', then try using just '0' at the end.</p> <p>64.27.100.27 64.27.64.232 64.106.193.0/24 206.188.17.0/24 159.182.0.0/16</p> <p>The following URL's may require unrestricted communication:</p> <p>http://*.pearson.com & https://*.pearson.com http://*.pearsonvue.com & https://*.pearsonvue.com http://*.starttest.com & https://*.starttest.com http://*.starttest2.com & https://*.starttest2.com http://*.programworkshop.com & https://*.programworkshop.com</p> <p>Note: Sometimes it works better on certain systems if you add them in one of these fashions: (1) http://starttest.com, (2) http://starttest2.com, (3) *.starttest.com*, (4) *.starttest2.com*, (5) *.programworkshop.com*.</p>
Local Delivery Machine Configuration Settings	<p>The following URLs and IP addresses may need to be added as trusted sites under Internet Settings. This can be done by going to the Control Panel </p>

Certiport Authorized Test Center (CATC™) Agreement

Internet Options | Security tab. Select Trusted Sites. Click the Sites button and add the following items to the list of websites. You may need to deselect the "Require server verification (https:)" for all sites in this zone" option.

http://*.pearson.com & https://*.pearson.com
http://*.pearsonvue.com & https://*.pearsonvue.com
http://*.starttest.com & https://*.starttest.com
http://*.starttest2.com & https://*.starttest2.com
http://*.programworkshop.com & https://*.programworkshop.com

64.27.100.27

64.27.64.232

64.106.193.0

206.188.17.0

159.182.0.0

Note: Cookies must be enabled.

Note: Some third party browser add-ons may need to be disabled.

Pop-up blockers including Google, Yahoo, and other Internet Explorer-installed features and automatic updates/settings

Pop-up blocking settings from all sources should be disabled during testing. Automatic software updates including Windows updates should be turned off or set to not occur during testing.

Open files and windows

Closed and saved

JavaScript

Disable or adjust the settings on any software that will block the execution of JavaScripts

Adobe Flash Player

Adobe Flash Player 10.1 or newer is required.

Anti-Virus Software

Strongly recommend stopping active Anti-Virus scanning while taking an exam as some Anti-Virus software can cause performance issues

Note: Some internet security and antivirus software may require an exception to be made for the Pearson Secure Browser executable file

Supported Web Browsers

Internet Explorer 9, 10, or 11 (32-bit versions only)

Supported Operating Systems

Microsoft Windows7
(All editions except "Starter" are supported) - 32 and 64-bit
Microsoft Windows8

Certiport Authorized Test Center (CATC™) Agreement

(All editions except "RT" are supported) - 32 and 64-bit

Note: Mac OS and Windows 8.1 are not supported at this time.

Note: Windows XP is not supported.

Note: All Windows Operating Systems must be able to pass the Genuine Windows Validation check.

AP Prohibited Items

Touch-screen laptops, Tablets and Smartphones are strictly prohibited. Note: Examples of prohibited portable computing devices include, but are not limited to: Surface Pro, Chromebooks, Android and iOS phones, and tablets.

Devices running Ultra Mobile Processors are strictly prohibited. This includes, but is not limited to, ARM CPUs.

Less than 2 GB of RAM

Mac OS and Windows 8.1 are not supported at this time

Windows Vista is strictly prohibited

Windows Server OS is not supported as an exam delivery OS

Virtual environments are strictly prohibited for exam delivery

All Linux/Unix Operating Systems are strictly prohibited

After December 31st, 2014 Windows XP is no longer supported

Touch Screen monitors are strictly prohibited for exam delivery. Display resolution less than 1024 x 768 in 16-bit color is strictly prohibited.

Pearson strongly recommend avoiding networks configurations that involve Proxy Servers, Advanced Firewall Security Configurations and other network security measures such as but not limited to Packet Filtering or Packet Inspection.

VPN connections are strongly discouraged and will result in disruption to exam delivery. SSL VPNs are strictly prohibited (e.g., Hotspot Shield). Dial-Up Internet Connections are not supported.

Browsers not found on the list of Supported Internet Browsers in this document cannot be used for exam delivery.

EXHIBIT E



Certiport, A Pearson VUE Business
1276 South 820 East, Suite 200
American Fork, UT 84003 USA

Telephone: 1-888-999-9830
International: (801) 847-3100
www.certiport.com

Parent/Legal Guardian Consent Form

I am the parent/legal guardian of _____ (please print) (the "Certiport Candidate") and I understand that my permission and authorization is required for the collection, use, and disclosure of the Certiport Candidate's personal information by Certiport, a business of NCS Pearson, Inc. ("Certiport"). I further understand that the Certiport Candidate will not be permitted to register for or take a Certiport exam unless I provide my permission by signing this form.

I understand and acknowledge that all individuals, including the Certiport Candidate, planning to take a Certiport exam are required to:

- A) Provide to Certiport, personal information, such as his or her, first and last name, street address, e-mail address, and demographic information ("Candidate Information"); and
- B) Agree to all of the terms and conditions contained on the Certiport website at www.certiport.com and in Certiport's test registration and delivery system and that these terms and conditions are legally binding.

In my capacity as the parent/legal guardian of the Certiport Candidate, I hereby understand, agree, authorize, and provide my consent, as the case may be:

- 1) To allow the Certiport Candidate to take or retake any Certiport exam(s); and
- 2) That I have had an opportunity to review the Certiport terms and conditions and privacy policy available at www.certiport.com, including, but not limited to, those provisions relating to testing; privacy policies; and the collection, processing, use and transmission to the United States of the Certiport Candidate's personally identifiable information and that I and the Certiport Candidate understand and agree to abide by these terms and conditions and policies; and
- 3) To Certiport for the retention and disclosure any of the Candidate's personal information to the Certiport exam sponsor(s), its authorized third parties and service providers, and others as may be necessary to prevent unlawful activities or as required by law; and
- 4) That the Certiport Candidate and I will comply with any of the Certiport testing rules and procedures.

I, the undersigned, certify that I am the parent or legal guardian of the child/legal ward (named above) and that I have the right to make decisions for my child/legal ward that effect his/her well-being.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

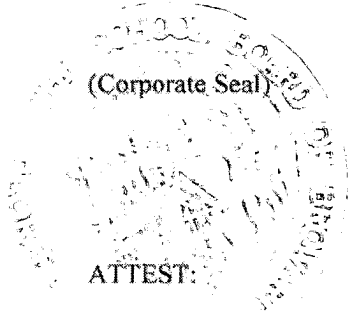
Name of Parent/Legal Guardian

Signature of Parent/ Legal Guardian

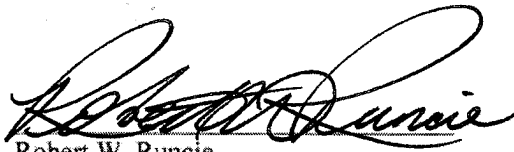
Date (MM/DD/YYYY)

Certiport Authorized Test Center (CATC™) Agreement

FOR SBBC



ATTEST:


Robert W. Runcie,
Superintendent of Schools

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

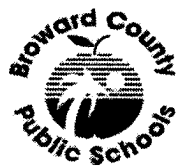
By 
Abby M. Freedman, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School Board of
Broward County, Florida, ou=Office of the General Counsel,
email=kathelyn.jacques-adams@browardschools.com, c=US
Reason: NCS Pearson, Inc. (aka Certipoint)
Date: 2016.11.28 11:37:39 -05'00'

Office of the General Council



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-4.

MEETING DATE

2017-10-03 10:05 - School Board Operational Meeting

AGENDA ITEM

ITEMS

CATEGORY

EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

Special Order Request

☐ Yes☒ No

Time

Open Agenda

☒ Yes☐ No

TITLE:

Recommendation for First Amendment and Renewal - 57-083E - Technical Industry Certification and Digital Tool Licensing (Certiport)

REQUESTED ACTION:

Approve the recommendation for first amendment and renewal of the above Agreement. Contract Term: December 7, 2016 through December 6, 2018, 2 Years; User Department: Career, Technical, Adult & Community Education; Additional Requested Amount: \$892,923; New Award Amount: \$1,613,258; Awarded Vendor(s): NCS Pearson, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

Certiport, a business of NCS Pearson, Inc., is the industry certification and digital tool licensing agency that provides students in the District that offer industry certifications with online practice and the required skills for industry certification in career and technical programs that exist in the District's middle, high, and technical magnet schools. This request is to approve the first amendment and renewal of the agreement for one (1) additional year. This amendment to the agreement has been reviewed and approved as to form and legal content by the Office of General Counsel.

SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$892,923. The contract amount was for \$720,335. The request is to increase the spending authority by \$892,923, bringing the new contract value to \$1,613,258. The funding source will come from the Carl D. Perkins Secondary Grant and Career & Technical Education Expansion Plan's operating fund. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) First Amendment to Agreement (3) Approved ARF 12-6-2016 RSBM FF-1 (4) Financial Analysis Worksheet

BOARD ACTION:**APPROVED**

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Enid Valdez

Phone: 754-321-8444

Name: Mary C. Coker

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open
Board Meeting On:

OCT 03 2017

By:

School Board Chair

Signature

Maurice Woods

9/25/2017, 2:59:54 PM

Electronic Signature

Form #4189 Revised 08/04/2017

RWR/ MLW/MCC/EV:kg

EXECUTIVE SUMMARY

Recommendation for First Amendment and Renewal 57-083E – Technical Industry Certification and Digital Tool Licensing (Certiport)

Certiport, a business of NCS Pearson, Inc., is the industry certification and digital tool licensing agency that provides students in the District that offer these industry certifications with online practice and the required skills for industry certification in career and technical programs that exist in our middle, high, and technical magnet schools. Certiport is a sole provider of the products that facilitate teacher training, student practice of industry certification exams, and student industry certification attainment in Microsoft Office. Certiport works closely with local and state economic, workforce, and education boards to provide appropriate licensing industry certifications to students. Certiport has supplied services to the District for the past nine (9) years, which has caused an increase in student exam attainment as well as Full-Time Equivalent funding to the District.

This request is to approve the first amendment and renewal of the agreement for an additional one (1) year starting December 7, 2016 through December 6, 2018, with an additional spending authority of \$892,923. The source of funds is the Carl D. Perkins Secondary Grant for \$550,000 and Career & Technical Education Expansion Plan (2018 priorities) operating fund for \$342,923.

With approval from the School Board, the new spending authority for the agreement will be \$1,613,258.

Financial Impact

The total cost of \$892,922.40 includes district-wide licenses for grades K- through 12 as illustrated below:

- 22,212 licenses at \$40.20
- Provide access to every Certiport program in the District.
- Assign student inventory packs as needed. Six (6) exams in each student exam license.
- Unlimited practice tests to the students for each program, where offered.
- One (1) free Certified Conference Registration.

The renewal includes an increase in the number of licenses, which has resulted in a reduction of the per unit license fee, see below:

	Number of licenses	Per Unit Price
2017/18 (Renewal)	22,212	\$40.20
2016/17 (Original agreement)	16,659	\$43.24

FIRST AMENDMENT TO AGREEMENT

3rd THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
day of October, 2017, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NCS PEARSON, INC.,

a corporation organized under the laws of the State of Minnesota, United States of America,
having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437
("Certiport")

WHEREAS, SBBC and Certiport entered into an Agreement dated December 7, 2016 (hereafter "Agreement"); and

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and SBBC hereby agrees to purchase copyrighted materials and computer software from Certiport; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement**. The Agreement is hereby extended from December 6, 2017 through December 6, 2018, unless terminated earlier pursuant to Section 10.1 of the Agreement.

The following provisions shall be added to the Agreement, by interlineation, as follows:

22. Processing of Examinee Personal Information. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively "technical and organizational security measures") for the

protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in the delivery of Certiport Exams.

1.03 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:

▪ **Exhibit D**

1.04 **Cost of Services.** SBBC shall pay Certiport for services rendered under this First Amendment to Agreement. Upon commencement of this First Amendment, payment shall be made within thirty (30) days of receipt of an appropriate invoice from Certiport, not to exceed \$892,922.40, see **Exhibit D**.

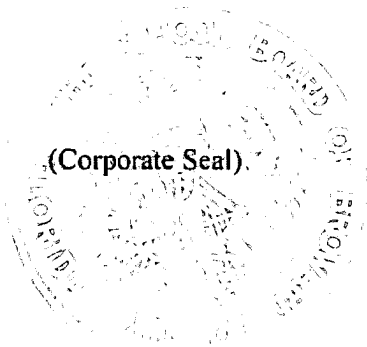
1.05 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

1.06 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.07 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.



(Corporate Seal)

ATTEST:

A handwritten signature in black ink, appearing to read "Robert W. Runcie".

Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Abby M. Freedman, Chair

Approved as to Form and Legal Content:

Janette M.
Smith

Digitally signed by Janette
M. Smith

Date: 2017.09.22 12:02:32
-04'00'

Office of the General Counsel

FOR CERTIPORT

(Corporate Seal)

ATTEST:

NCS PEARSON, INC.

By

Signature

_____, Secretary

Printed Name: Don Wagner

Title: Sr. Vice President

-or-

Barbara Miller

Witness

Witness

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 20th day of September, 2017 by Donald F. Wagner of

Name of Person

NCS Pearson, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced Minnesota Drivers License as identification and did/did not first take an oath.

Type of Identification

My Commission Expires: 1/31/2020

Catrinia M. C. Griffith

Signature – Notary Public

Catrinia M.C. Griffith

Printed Name of Notary

6078859

Notary's Commission No.

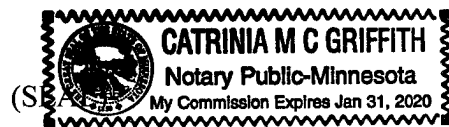


EXHIBIT D



Achieve • Distinguish • Advance
 1276 South 820 East
 Suite 200
 American Fork, Utah 84003
 (888) 999-9830 x 164 Fax (801) 492-4118

Universal License Quote

NO: 08152017UL
 DATE: August 15, 2017

TO: Broward County School District
 Attn: Brian King

Contact Phone:
 Main Phone:
 Email: brian.king@browardschools.com

REPRESENTATIVE			QUOTE GOOD UNTIL	
Mindy Howa			NET 30 Days	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Universal District License for Broward County Schools</u> <ul style="list-style-type: none"> For all K-12 schools in the district Provide access to every Certipoint program in Broward County SD. (ACA, ACE, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB and Toon Boom) Assign student inventory packs as needed in any school across the district. Six exams in each student exam license Unlimited practice tests to the students for each program where offered One free CERTIFIED Conference registration <p style="text-align: right;"><u>Number of Exam Licenses</u></p> <p style="text-align: right;">22,212</p> <p><i>*All Certification exams and licenses expire one year from purchase date</i></p>	540.20	5892,922.40
SUBTOTAL			\$892,922.40
SALES TAX			N/A
SHIPPING & HANDLING			N/A
TOTAL DUE			\$892,922.40

Email purchase order to Mindy Howa mindy.howa@pearson.com



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.: FF-1.	MEETING DATE	Dec 6 2016 10:15AM - Regular School Board Meeting	Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
	AGENDA ITEM	OPEN ITEMS	
	CATEGORY	FF. OFFICE OF ACADEMICS	Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No
TITLE:	DEPARTMENT	CTACE	

Agreement between The School Board of Broward County, Florida and Certiport, a business of NCS Pearson, Inc

REQUESTED ACTION:

Approve the continuation Agreement between The School Board of Broward County, Florida and Certiport, a business of NCS Pearson, Inc. The term of this agreement shall be for a period of one (1) year from the date it is fully executed by both parties.

SUMMARY EXPLANATION AND BACKGROUND:

Certiport is the industry certification and digital tool licensing agency that provides students in all of our schools that offer these industry certifications with online practice and the required skills for industry certification in career technical programs that exist in our middle, high and technical magnet schools.

See Supporting Docs for continuation of Summary Explanation and Background.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☒ Goal 1: High Quality Instruction ☐ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is a financial impact of \$720,335.16. The source of funds is the Carl D. Perkins Secondary Grant for \$520,335.16 and Operational Fund: CTE Expansion Plan (2017 Priority) for \$200,000.

EXHIBITS: (List)

(1) Cont Summ and Background (2) Certiport Exec Summ (3) Certiport Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Enid Valdez

Phone: 754-321-8444

Name:

Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Approved In Open
Board Meeting On:

DEC - 6 2016

Signature

Daniel F. Gohl

11/28/2016, 12:23:54 PM

By:

Abby M. Freedman
School Board Chair

Electronic Signature

Form #4189 Revised 07/16

RWR/ DG/EV:jt

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	N/A	Preparation Date:	August 31, 2017
Previous Bid # (Ex: 10-004R):	57-083E	Buyer/PA:	KARLENE GRANT
New Bid Award Total:	\$1,613,258	Bid Title:	Technical Industry Certification and Digital Tool Licensing (Certiport)
Previous Award Total:	\$720,335		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	12/6/2016	New Bid Term (In Months):	12
Previous Bid Term (End Date):	12/5/2017	# of Months into Bid:	7

SPEND REPORTING	
Purchase Order(s) Spend:	\$720,335
P Card Purchases:	\$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	\$720,335
Average Monthly Expenditure:	\$102,905
Unused Authorized Spending:	\$0
Est. Forecasted Spend (For Entire Bid Term):	\$1,234,860

[illegible]

NOTES (Type Below):

Data Source: SAP and Works (Bank of America system)

Prepared on:

8/3/2017

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-17.

MEETING DATE

2018-11-07 10:05 - School Board Operational Meeting

AGENDA ITEM

ITEMS

CATEGORY

EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

TITLE:

Recommendation of Second Amendment to Agreement and Additional Spending Authority - 57-083E - Technical Industry Certification and Digital Tool Licensing (Certiport)

REQUESTED ACTION:

Approve the Second Amendment and Renewal of the above Agreement. Contract Term: December 7, 2016 through December 6, 2019, 3 Years; User Department: Career, Technical, Adult & Community Education (CTACE); Additional Requested Amount: \$975,600; New Award Amount: \$2,588,858 Awarded Vendor(s): Certiport, a business of NCS Pearson, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

Certiport, a business of NCS Pearson, Inc. is the industry certification and digital tool licensing agency that provides students in the District with the required skills for industry certification exams, unlimited online practice as well as 144,000 actual industry certification exams (for all students in career and technical programs in the District's middle, high and technical magnet high schools). This request is to approve the second amendment and renewal of the agreement for one (1) additional year. The return on all industry certification investment last year resulted in the district expecting over 7.8 million dollars in FTE bonus funding to go directly back to schools to maintain and expand CTE program opportunities for our students.

The amendment to the agreement has been reviewed and approved as to form and legal content by the Office of General Counsel.

SCHOOL BOARD GOALS:

☒ Goal 1: High Quality Instruction ☐ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is a financial impact of \$975,600. The source of funds is the Carl D. Perkins Secondary Grant for \$565,563.45 and Operations Budget: CTE Expansion Plan (2019 Priority) for \$410,036.55. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Second Admendment to Agreement (3) Approved ARF 10-3-2017 SBOM EE-4 (4) Approved ARF 12-6-2016 RSBM FF-1 (5) Financial Analysis Worksheet

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Enid Valdez

Phone: 754-321-8444

Name: Mary C. Coker

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

10/30/2018, 1:40:47 PM

Electronic Signature

Form #4189 Revised 08/04/2017
RWR/ MLW/MCC/EV:kg

Approved In Open
Board Meeting On:

NOV 07 2018

By:

Nora Ruper
School Board Chair

EXECUTIVE SUMMARY

Recommendation of Second Amendment to Agreement and Additional Spending Authority 57-083E - Technical Industry Certification and Digital Tool Licensing (Certiport)

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the Second Amendment and renewal of the Agreement between Certiport, a business of NCS Pearson, Inc. and The School Board of Broward County, Florida (SBBC), which supports the industry certification attainment of students in Broward County Public Schools. (BCPS). The agreement was approved on December 6, 2016, RSBM as item FF-1 expiring on December 6, 2017, with an approved spending authority of \$720,335.16. The First Amendment to Agreement was approved on October 3, 2017, SBOM as item EE-4 with an additional approved spending authority of \$892,923, bringing the total spend to \$1,613,258. Upon approval of this item, the agreement will expire on December 6, 2019, with a total approved spend of \$2,588,858.

Goods/Services Description

Responsible: Career, Technical, Adult & Community Education (CTACE) Department

Certiport, a business of NCS Pearson, Inc. is the industry certification and digital tool licensing agency that provides students in the District with the required skills for industry certification exams, unlimited online practice as well as 144,000 actual industry certification exams. These are accessible for all students in career and technical programs in the District's middle, high and technical magnet high schools. This request is to approve the second amendment and renewal of the agreement for one (1) additional year. This amendment to the agreement has been reviewed and approved as to form and legal content by the Office of General Counsel.

Certiport provides the products that facilitate teacher training, student practice of industry certification exams, and student industry certification attainment in the following: Microsoft Office products; Adobe products; Intuit QuickBooks; AutoCAD products, IC3, Spark and Microsoft Technology Associate.

The return on all industry certification investment last year resulted in the district expecting over seven-point-eight (7.8) million dollars in FTE bonus funding to go directly back to schools to maintain and expand CTE program opportunities for our students.

Schools Included

- All Career and Technical Education (CTE) supported programs in the middle, high and technical magnet high schools.
- Select elementary schools are included in an expanded pilot program for digital tool certification.

Research Methodology

Certiport works closely with Local and State Economic, Workforce and Education Boards to provide appropriate licensing industry certifications to students. Certiport has supplied services to BCPS for the past ten (10) years. The result is an increase of student exam attainment as well as bonus FTE funding monies to the district. CTACE works and collaborates with Economics, Workforce and Education Boards as well to ensure that these industry certifications are relevant to workforce demands.

Curriculum Frameworks and Program of Study as delineated by The Florida Department of Education for program completion for Career Technical programs.

**Recommendation of Second Amendment to Agreement and Additional Spending Authority
57-083E - Technical Industry Certification and Digital Tool Licensing (Certiport)
November 7, 2018 Board Agenda
Page 2**

Evaluation Plan

Certiport provides data reports to BCPS CTACE District staff of usage attempts and results for industry certification attainment. Student attainment of industry certifications will be reviewed to ensure that appropriate teacher professional development and student resources are strategically developed and planned.

**Procurement Method
Responsible: PWS**

Pursuant to the Department of Education, Rule 6A-1.012, 12(d), Florida Administrative Code as authorized by Section 287.057, 3(c), Florida Statutes, and School Board Policy 3320, Section II, I, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of goods/services available only from a single source.

**Financial Impact
Responsible: PWS and CTACE**

The total spending authority requested is \$975,600 and includes District-wide licenses for grades K-12 as illustrated below:

- 24,000 licenses at \$40.65 each
- Provides access to every Certiport program in the District
- Each license has an inventory pack of six (6) exams
- Unlimited practice exams to students in each program, where offered
- One (1) free Certified Conference Registration
- Teacher access to instructional and testing resources in the following: Microsoft Office products; Adobe products; Intuit QuickBooks; AutoCAD products, IC3, Spark and Microsoft Technology Associate.

The source of funds is the Carl D. Perkins Secondary Grant for \$565,563.45 and Operations Budget: CTE Expansion Plan (2019 Priority) for \$410,036.55. There is no other additional financial impact to the District.

Upon approval of this item, the new spending authority will be \$2,588,858.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this 17th day of November, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NCS PEARSON, INC.,

a corporation organized under the laws of the State of Minnesota, United States of America,
having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437
("Certiport")

WHEREAS, SBBC and Certiport entered into an Agreement dated December 7, 2016 (hereafter "Agreement"); and

WHEREAS, the parties amended the Agreement on October 3, 2017 through a First Amendment to Agreement; and

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and SBBC hereby agrees to purchase copyrighted materials and computer software from Certiport; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement on through this Second Amendment to Agreement (hereafter "Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement**. Pursuant to **Article 10.1** of the Agreement, the term of the Agreement is hereby extended from December 7, 2018 through December 6, 2019, unless terminated earlier pursuant to **Section Article 10.2** of the Agreement.

1.03 **Cost of Services**. SBBC shall pay Certiport for services rendered under this Second Amendment to Agreement as specified in **Exhibit E**. Upon commencement of this Second Amendment to Agreement, Certiport shall submit to SBBC a proper and appropriate invoice not to exceed Nine Hundred, Seventy Five Thousand, Six Hundred Dollars and 00/100

Cents (\$975,600.00) and SBBC shall pay Certiport within thirty (30) days of receipt of said invoice .

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This Second Amendment to Agreement; then
- b) First Amendment to Agreement; then
- c) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

ATTEST:

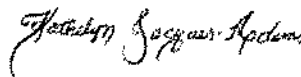


Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-
Adams, Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: NCS Pearson, Inc.
Date: 2018.10.08 14:21:14 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CERTIPOST

(Corporate Seal)

ATTEST:

NCS PEARSON, INC.

By

Signature

_____, Secretary

Printed Name: Ray Murray

Title: VP & GM

-or-
Witness

Witness

STATE OF MINNESOTA

COUNTY OF HENNEPIN

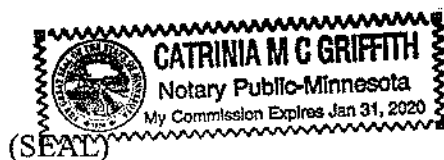
The foregoing instrument was acknowledged before me this 19th day of September, 2018 by Ray Murray of

Name of Person

NCS Pearson, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced Minnesota Driver's License as identification and did/did not first take an oath.

Type of Identification

My Commission Expires: 1/31/2020



Signature – Notary Public

Printed Name of Notary

Notary's Commission No.



Achieve • Distinguish • Advance
1276 South 820 East
Suite 200
American Fork, Utah 84003
(888) 999-9830 x 164 Fax (801) 492-4118

EXHIBIT E

Universal License Quote

NO: 08302018UL
DATE: August 30, 2018

TO: Broward County School District
Attn: Brian King

Contact Phone:
Main Phone:
Email: brian.king@browardschools.com

REPRESENTATIVE			QUOTE GOOD UNTIL	
Mindy Howa			NET 30 Days	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Universal District License for Broward County Schools</u> <ul style="list-style-type: none">For all K-12 schools in the districtProvide access to every Certiport program in Broward County SD. (ACA, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB)Assign student inventory packs as needed in any school across the district. Six exams in each student exam licenseUnlimited practice tests to the students for each program where offeredOne free CERTIFIED Conference registration <u>Number of Exam Licenses</u> 12,300	\$40.65	\$499,995.00
	<i>Email purchase order to Mindy Howa mindy.howa@pearson.com</i>		

SUBTOTAL	\$499,995.00
SALES TAX	N/A
SHIPPING & HANDLING	N/A
TOTAL DUE	\$499,995.00



Achieve • Distinguish • Advance
1276 South 820 East
Suite 200
American Fork, Utah 84003
(888) 999-9830 x 164 Fax (801) 492-4118

EXHIBIT E

Universal License Quote

NO: 08302018UL2
DATE: August 30, 2018

TO: Broward County School District
Attn: Brian King

Contact Phone:
Main Phone:
Email: brian.king@browardschools.com

REPRESENTATIVE			QUOTE GOOD UNTIL	
Mindy Howa			NET 30 Days	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Universal District License for Broward County Schools</u> <ul style="list-style-type: none">For all K-12 schools in the districtProvide access to every Certiport program in Broward County SD. (ACA, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB)Assign student inventory packs as needed in any school across the district. Six exams in each student exam licenseUnlimited practice tests to the students for each program where offeredOne free CERTIFIED Conference registration <u>Number of Exam Licenses</u> 7,380 <i>Email purchase order to Mindy Howa mindy.howa@pearson.com</i>	\$40.65	\$299,997.00
SUBTOTAL			\$299,997.00
SALES TAX			N/A
SHIPPING & HANDLING			N/A
TOTAL DUE			\$299,997.00



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1276 South 820 East
Suite 200
American Fork, Utah 84003
(888) 999-9830 x 164 Fax (801) 492-4118

EXHIBIT E

Universal License Quote

NO: 08302018UL3
DATE: August 30, 2018

TO: Broward County School District
Attn: Brian King

Contact Phone:
Main Phone:
Email: brian.king@browardschools.com

REPRESENTATIVE			QUOTE GOOD UNTIL	
Mindy Howa			NET 30 Days	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Universal District License for Broward County Schools</u> *Provide unlimited access for TPI Instructors to access curriculum resources in Gmetrix. *Training materials for TPI student instructors in the following software: <ul style="list-style-type: none">• Adobe Photoshop, Dreamweaver, Illustrator, Premiere Pro• Microsoft Office Word, Excel, PowerPoint, Access, and Outlook• Microsoft Technology Associate (Programming, Networking, Etc.)• Autodesk Certified User AutoCAD, Inventor, Revit, Maya, 3ds Max, and Fusion 360.• Intuit QuickBooks• For all K-12 schools in the district• Provide access to every Certiport program in Broward County SD. (ACA, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB)• Assign student inventory packs as needed in any school across the district. Six exams in each student exam license• Unlimited practice tests to the students for each program where offered• One free CERTIFIED Conference registration <u>Number of Exam Licenses</u> 4,320 <i>Email purchase order to Mindy Howa mindy.howa@pearson.com</i>		
		\$40.65	\$175,608.00
SUBTOTAL			\$175,608.00
SALES TAX			N/A
SHIPPING & HANDLING			N/A
TOTAL DUE			\$175,608.00



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-4.

MEETING DATE

2017-10-03 10:05 - School Board Operational Meeting

AGENDA ITEM

ITEMS

CATEGORY

EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

TITLE:

Recommendation for First Amendment and Renewal - 57-083E - Technical Industry Certification and Digital Tool Licensing (Certiport)

REQUESTED ACTION:

Approve the recommendation for first amendment and renewal of the above Agreement. Contract Term: December 7, 2016 through December 6, 2018, 2 Years; User Department: Career, Technical, Adult & Community Education; Additional Requested Amount: \$892,923; New Award Amount: \$1,613,258; Awarded Vendor(s): NCS Pearson, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

Certiport, a business of NCS Pearson, Inc., is the industry certification and digital tool licensing agency that provides students in the District that offer industry certifications with online practice and the required skills for Industry certification in career and technical programs that exist in the District's middle, high, and technical magnet schools. This request is to approve the first amendment and renewal of the agreement for one (1) additional year. This amendment to the agreement has been reviewed and approved as to form and legal content by the Office of General Counsel.

SCHOOL BOARD GOALS:



Goal 1: High Quality Instruction



Goal 2: Continuous Improvement



Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$892,923. The contract amount was for \$720,335. The request is to increase the spending authority by \$892,923, bringing the new contract value to \$1,613,258. The funding source will come from the Carl D. Perkins Secondary Grant and Career & Technical Education Expansion Plan's operating fund. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) First Amendment to Agreement (3) Approved ARF 12-6-2016 RSBM FF-1 (4) Financial Analysis Worksheet

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Enid Valdez

Phone: 754-321-8444

Name: Mary C. Coker

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

9/25/2017, 2:59:54 PM

Electronic Signature

Form #4189 Revised 08/04/2017
RWR/ MLW/MCC/EV:kg

Approved In Open
Board Meeting On:

OCT 03 2017

By:

School Board Chair



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

FF-1.

MEETING DATE

Dec 6 2016 10:15AM - Regular School Board Meeting

AGENDA ITEM

OPEN ITEMS

CATEGORY

FF. OFFICE OF ACADEMICS

DEPARTMENT

CTACE

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

TITLE:

Agreement between The School Board of Broward County, Florida and Certiport, a business of NCS Pearson, Inc

REQUESTED ACTION:

Approve the continuation Agreement between The School Board of Broward County, Florida and Certiport, a business of NCS Pearson, Inc. The term of this agreement shall be for a period of one (1) year from the date it is fully executed by both parties.

SUMMARY EXPLANATION AND BACKGROUND:

Certiport is the industry certification and digital tool licensing agency that provides students in all of our schools that offer these industry certifications with online practice and the required skills for industry certification in career technical programs that exist in our middle, high and technical magnet schools.

See Supporting Docs for continuation of Summary Explanation and Background.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

☒ Goal 1: High Quality Instruction ☐ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is a financial impact of \$720,335.16. The source of funds is the Carl D. Perkins Secondary Grant for \$520,335.16 and Operational Fund: CTE Expansion Plan (2017 Priority) for \$200,000.

EXHIBITS: (List)

(1) Cont Summ and Background (2) Certiport Exec Summ (3) Certiport Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Enid Valdez

Phone: 754-321-8444

Name:

Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Daniel Gohl - Chief Academics Officer

Signature

Daniel F. Gohl

11/28/2016, 12:23:54 PM

Electronic Signature

Form #4189 Revised 07/16

RWR/ DG/EV:jt

Approved In Open
Board Meeting On:

DEC - 6 2016

By:

Abby M. Freedman
School Board Chair

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	N/A	Preparation Date:	October 8, 2018
Previous Bid # (Ex: 10-004R):	57-083E	Buyer/PA:	KARLENE GRANT
New Bid Award Total:	\$2,588,858	Bid Title:	Technical Industry Certification and Digital Tool Licensing (Certiport)
Previous Award Total:	\$1,613,258		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	12/6/2016	New Bid Term (In Months):	36
Previous Bid Term (End Date):	12/5/2018	# of Months into Bid:	22

SPEND REPORTING	
Purchase Order(s) Spend:	\$1,613,217
P Card Purchases:	\$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	\$1,613,217
Average Monthly Expenditure:	\$73,328
Unused Authorized Spending:	\$41
Est. Forecasted Spend (For Entire Bid Term):	\$2,639,810

[illegible]

NOTES (Type Below):

Anticipated spend is fixed and not based on the monthly average.

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2715097810	Name (First & Last)	Enid Valdez
Fund	1000/4230	Title	Director
Functional Area	5300	Department/School Name	CTACE
Commitment Item	510	Sign-off provided by	Ella Toney-Fullard

*To ensure accuracy, please type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	Prepared on:	10/14/2018
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All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-22.

MEETING DATE

2019-11-06 10:05 - School Board Operational Meeting

AGENDA ITEM

ITEMS

CATEGORY

EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT

Procurement & Warehousing Services

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☒ Yes

☐ No

TITLE:

Recommendation to Approve Third Amendment, Renewal and Additional Spending Authority - 57-083E - Technical Industry Certification and Digital Tool Licensing (Certiport)

REQUESTED ACTION:

Approve the Third Amendment, renewal and additional spending authority of the above agreement. Contract Term: December 7, 2016 through December 6, 2020, 4 Years; User Department: Career, Technical, Adult & Community Education; Additional Requested Amount: \$998,400 New Award Amount: \$3,587,258; Awarded Vendor(s): NCS Pearson, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

Certiport, a business of NCS Pearson, Inc. is the industry certification and digital tool licensing agency that provides students in the District with the required skills for industry certification exams, unlimited online practice as well as 144,000 actual industry certification exams (for all students in career and technical programs in the District's middle, high and technical magnet high schools). This request is to approve the Third Amendment and renewal of the agreement for one (1) additional year.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

A copy of the original executed documents are available online at: http://www.broward.k12.fl.us/supply/agenda/OriginalExecutedDocuments_57-083E.pdf

SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☐ Goal 2: Safe & Supportive Environment ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

The estimated financial impact to the District will be \$998,400. The contract award amount was for \$2,588,858. The request is to increase the spending authority by \$998,400 bringing the new contract value to \$3,587,258. The funding source will come from the Carl D. Perkins Secondary Grant. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Brian King

Phone: 754-321-8439

Name: Mary C. Coker

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

10/21/2019, 1:06:45 PM

Approved In Open
Board Meeting On:

By:

NOV 06 2019

School Board Chair

Electronic Signature

Form #4189 Revised 07/25/2019

RWR/ MLW/MCC/BK:kg

EXECUTIVE SUMMARY

Recommendation to Approve Third Amendment, Renewal and Additional Spending Authority 57-083E – Technical Industry Certification and Digital Tool Licensing

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the Third Amendment and Renewal of the Agreement between NCS Pearson, Inc. and The School Board of Broward County, Florida (SBBC), which supports the industry certification attainment of students in Broward County Public Schools. (BCPS). The agreement was approved on December 6, 2016, RSBM as item FF-1, starting on December 7, 2016 through December 6, 2019, with an approved spending authority of \$720,335.16. The First Amendment to Agreement was approved on October 3, 2017, SBOM as item EE-4 with an additional spending authority of \$892,923, bringing the total spend to \$1,613,258. The Second Amendment to Agreement was approved on November 7, 2018, SBOM as item EE-17 with an additional spending authority of \$975,600, bringing the total spend to \$2,588,858. Upon approval of this item, the agreement will expire on December 6, 2020. The total spending authority being requested is \$998,400.

Goods/Services Description

Responsible: Career, Technical, Adult & Community Education (CTACE)

Certiport, a business of NCS Pearson, Inc. is the industry certification and digital tool licensing agency that provides students in the District with the required skills for industry certification exams, unlimited online practice as well as 144,000 actual industry certification exams. These are accessible for all students in career and technical programs in the District's middle, high and technical magnet high schools. This request is to approve the Third Amendment and renewal of the agreement for one (1) additional year. This amendment to the agreement has been reviewed and approved as to form and legal content by the Office of General Counsel.

Certiport provides the products that facilitate teacher training, student practice of industry certification exams, and student industry certification attainment in the following: Microsoft Office products; Adobe products; Intuit QuickBooks; AutoCAD products, IC3, Spark and Microsoft Technology Associate.

The return on all industry certification investment last year resulted in the District expecting over seven-point-eight (7.8) million dollars in full-time equivalent bonus funding to go directly back to schools to maintain and expand Career and Technical Education (CTE) program opportunities for students.

Schools Included

- All CTE supported programs in the middle, high, and technical magnet high schools.
- Select elementary schools are included in an expanded pilot program for digital tool certification.

Research Methodology

Certiport works closely with Local and State Economic, Workforce, and Education Boards to provide appropriate licensing industry certifications to students. Certiport has supplied services to BCPS for the past ten (10) years. The result is an increase in student exam attainment as well as bonus FTE funding monies to the District. CTACE works and collaborates with Economics, Workforce, and Education Boards as well to ensure that these industry certifications are relevant to workforce demands.

Curriculum Frameworks and Programs of Study are delineated by The Florida Department of Education for program completion for Career Technical programs.

**Recommendation to Approve Third Amendment, Renewal and Additional Spending Authority
57-083E - Technical Industry Certification and Digital Tool Licensing (Certiport)
November 6, 2019 Board Agenda
Page 2**

Evaluation Plan

Certiport provides data reports to BCPS CTACE District staff of usage attempts and results for industry certification attainment. Student attainment of industry certifications will be reviewed to ensure that appropriate teacher professional development and student resources are strategically developed and planned.

**Procurement Method
Responsible: PWS**

Pursuant to the Department of Education, Rule 6A-1.012, 12(d), Florida Administrative Code as authorized by Section 287.057, 3(c), Florida Statutes, and Purchasing Policy 3320, Section II, I, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC's purchase of goods/services available only from a single source.

**Financial Impact
Responsible: PWS and CTACE**

The total spending authority requested is \$998,400 and includes District-wide licenses for grades K-12 as illustrated below:

- 24,000 licenses at \$41.60 each
- For all K-12 schools in the District
- Provide access to every Certiport program in BCPS (ACA, MOS, ACU, ACU Professional, IC3, Spark, MTA, QBCU, ESB, EC-Council, Apple Swift, and Unity).
- Assign student inventory packs as needed in any school across the District and six (6) exams in each student exam license.
- Unlimited practice tests to the students for each program where offered.
- One (1) free Certified Conference registration

The source of funds is the Carl D. Perkins Secondary Grant.

Financial Impact Table:

Action	Date	Term (years)	Amount
Original spending authority request	12/6/2016	1	\$ 720,335
1 st renewal + additional spending authority	10/3/2017	1	\$ 892,923
2 nd renewal + additional spending authority	11/7/2018	1	\$ 975,600
3 rd renewal + additional spending authority	11/6/2019	1	\$ 998,400
New total contract amount		4	\$ 3,587,258

Upon approval of this item, the new spending authority will be \$3,587,258. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.



All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this 6th day of November, 2019, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

and

NCS PEARSON, INC.

(hereinafter referred to as "Certiport"),
a corporation organized under the laws of the State of Minnesota, United States of America,
having its principal offices at
5601 Green Valley Drive
Bloomington, Minnesota, 55437

WHEREAS, SBBC and Certiport entered into an Agreement dated December 7, 2016 (hereafter "Agreement"); and

WHEREAS, the parties amended the Agreement on October 3, 2017 through a First Amendment to Agreement; and

WHEREAS, the parties amended the Agreement on November 7, 2018 through a Second Amendment to Agreement; and

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and SBBC hereby agrees to purchase copyrighted materials and computer software from Certiport; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement on through this THIRD Amendment to Agreement (hereafter "Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to **Article 10.1** of the Agreement, the term of the Agreement is hereby extended from December 7, 2019 through December 6, 2020, unless terminated earlier pursuant to Section **Article 10.2** of the Agreement.

1.03 **Cost of Services.** SBBC shall pay Certiport for services rendered under this Third Amendment to Agreement as specified in **Exhibit F**. Upon commencement of this Third Amendment to Agreement, Certiport shall submit to SBBC a proper and appropriate invoice not to exceed Nine Hundred, Ninety Eight Thousand, Four Hundred Dollars and 00/100 Cents (\$998,400.00) and SBBC shall pay Certiport within thirty (30) calendar days of receipt of said invoice.

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) This Third Amendment to Agreement; then
- b) Second Amendment to Agreement; then
- c) First Amendment to Agreement; then
- d) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this Third Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Heather P. Brinkworth
Heather P. Brinkworth, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-
Adams, Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: NCS Pearson, Inc.
Date: 2019.10.10 13:00:03 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CERTIPOST

(Corporate Seal)

ATTEST:

NCS PEARSON, INC.

By [Signature]
Signature

Printed Name: Robert Whelan

Title: President & CEO

_____, Secretary

-or-

Karen Ketchum
Witness

Stacy Mumpkin
Witness

STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 9th day of October, 2019 by Robert Whelan of
Name of Person

_____, on behalf of the corporation/agency. He/She is personally known to me or produced drivers license as identification and did/did not first take an oath.
Type of Identification

My Commission Expires:



(SEAL)

[Signature]
Signature - Notary Public

Susan Kay Rue
Printed Name of Notary

20097146
Notary's Commission No.

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American Fork, Utah 84003
(888) 999-9830 x 164 Fax (801) 492-4118

EXHIBIT F

Universal License Quote

NO: 09202019UL
DATE: September 20, 2019

TO: Broward County School District
Attn: Brian King

Contact Phone:
Main Phone:
Email: brian.king@browardschools.com

REPRESENTATIVE			QUOTE GOOD UNTIL	
Mindy Howa			NET 30 Days	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
See description	<u>Universal District License for Broward County Schools</u> <ul style="list-style-type: none">For all K-12 schools in the districtProvide access to every Certiport program in Broward County SD. (ACA, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB, EC-Council, Apple Swift and Unity)Assign student inventory packs as needed in any school across the district. Six exams in each student exam licenseUnlimited practice tests to the students for each program where offeredOne free CERTIFIED Conference registration		
	<p style="text-align: right;"><u>Number of Exam Licenses</u></p> <p style="text-align: right;">24,000</p> <p><i>**All Certification exams and licenses expire one year from purchase date</i></p>	\$41.60	998,400.00

SUBTOTAL	\$998,400.00
SALES TAX	N/A
SHIPPING & HANDLING	N/A
TOTAL DUE	\$998,400.00

Email purchase order to Mindy Howa mindy.howa@pearson.com