Request for Proposal (RFP)

Re-design of the National Information Management and Support System (NIMSS)

The Experiment Station Section National Research Support Project 1, *National Information Management and Support System* (NIMSS) Management Committee is requesting proposals to redesign, host and service NIMSS. Qualified institutions must demonstrate the capability to provide both front-end and database design and support services. Given the primary audience and purpose of this system, only proposals from Land-grant Universities (LGU) will be considered. Proposals are due **Thursday, May 15, 2014 at 5 p.m. EDT** and are to be submitted electronically to Dr. Jeff Jacobsen at jjacobsn@anr.msu.edu

Overview:

NIMSS is a web-based application (http://nimss.umd.edu/lgu_v2/) currently hosted by the Division of Information Technology at the University of Maryland, College Park. It is used to collect and display information about research proposals and projects, administered by State Agricultural Experiment Stations (SAES) and is based on the multistate research guidelines [Guidelines for Multistate Research Activities and the Guidelines for National Research Support Projects]. The current version of NIMSS uses a ColdFusion server as the middleware layer and the database is housed on an Oracle server. The site pages are stored on a UNIX machine. Estimate of current data is 2 GB. NIMSS program only takes 200MB.

The NRSP-1 Management Committee provides general oversight and recommends policy decision to SAES regarding the NIMSS and will be the "Client," representing the SAES for the purposes of this RFP and resulting contract.

Objectives of NIMSS:

The purposes of NIMSS are: (1) to facilitate the management of multistate agricultural research projects and activities funded under the Multistate Research Fund (MRF) and (2) to serve as the central repository of all MRF funded projects and activities in a web-based environment. The MRF is being administered by the SAESs, and hence the SAESs are the principal users of NIMSS. NIMSS allows for a totally paperless system of project proposal submission, monitoring and periodic reviews.

Project Scope:

The scope of the project is organized three phases. Phase I will be completed in the first four months of the contract, Phase II will be completed in months 5-8, and Phase III is an annual webhosting and ongoing maintenance phase. Proposals must address each of the three phases with separate budgets for each.

Phase I Objectives/Deliverables:
1. Transfer NIMSS to a locally-managed server and secure functionality of key processes.
2. Modernize the look and feel of the NIMSS website.

3. Develop a range of design evolutions including conversion of ColdFusion to Java or other appropriate technology.
4. Implement and test improvements listed in Appendix A.
5. Review use of homepage and proposed revisions.
6. Create, provide or modify system documentation.
7. The current NIMSS will remain in operation and run parallel, until the Provider and Client are confident, through beta testing, that the new system developed in Phase I is fully operational.

Phase II Objectives/Deliverables:
1. Design, implement and test database improvements to optimize system operation.
2. Update system function documentation.
3. Complete residual (or unintended consequences) of Appendix A changes.

Phase III Objectives/Deliverables:
1. Webhosting that includes providing (1) a secure environment and monitored facility for NIMSS data; and (2) reliable, regularly scheduled, multiple data back-up, consistent with university standards.
2. Software upgrade as needed, using latest versions released.
3. Timely and responsive troubleshooting of program/codes as needed.
4. Design, test, and implement help desk system to address ongoing system maintenance and ensure effective communication between system administrator and administrators.

In all phases, the Provider will work closely with the Client to create and implement a design that meets with their approval, while drawing on their own experience in the industry. The new design will build on the current NIMSS design and use the latest software available to improve the overall look and functionality of the system.

There are certain key design features that will be built into the overall design and each will need to be approved by the Client before the final design is accepted.

Those features include:
- Navigation – One of the most important elements of any site, it will be particularly important to create a navigational system that maintains the overall feel of the site while making the site intuitive to navigate (i.e., user friendly).
- Colors/Fonts – Ensure a professional and elegant look desired by the Client while maintaining the cohesiveness of the website.
- Images - Photos, graphics and individual product images will be submitted by the Client and may be modified to meet the overall design requirements of the site.
- Layout – The design must take into account the content that will appear in the site to ensure its usefulness and readability (i.e., format). Provider will work with the client to determine what the best layout should be.
- Overall Design – Once all the elements are pulled together, the Client will determine if the design meets their needs and those of their users.

- Browser Compatibility - The new web design should allow for a wide range of display compatibility in popularly used browsers, and allow forms to be easily accessed and used in PC, MAC, Android and other mobile environments.

Specific features required and included in the current NIMSS design, are:

- Customized access for each type of user – levels of access depend on responsibilities as follows:
  - o Regional System Administrators
  - o SAES/Cooperative Extension level NIMSS Administrators – Directors, Associate Directors, Program Coordinators
  - o Project Participants
  - o USDA-NIFA – Approvers, National Program Leaders/Representatives
  - o Reviewers
- NIMSS-NIFA Interface – The current NIMSS uses a web service to allow NIFA to upload data from NIMSS into the USDA REEport system. This function is important and should be integrated in the design.
- Additional specific requirements to improve the current NIMSS system are attached as Appendix A.

Proposal Submittal:

Only proposals from units in or units affiliated with Land-grant Universities will be considered. Server hosting may be located off-site or in a cloud environment, but all design, implementation, and administration should be provided by a LGU.

Proposals should include details of your approach, timeline and detailed budgets for each of the phases described in the scope of work. Proposals should also include: contact information, Land-grant University institutional commitment, firm/group/unit capabilities and qualifications and names/contact information of prior (relevant) reference client contacts. No institutional overhead is allowed.

Timetable: Delivery of final Phase I products within four months of award. Payment for Phase I to be made based on contract deliverables. Continuation with Phase II is contingent on funding availability. Phase III will commence upon satisfactory completion of Phase I and will be funded annually.

Deadline: Proposals addressing all of the desired features should be submitted electronically by Thursday, May 15, 2014, 5PM EDT, to Dr. Jeff Jacobsen at jjacobsn@anr.msu.edu.

Primary Contact: Dr. Daniel Rossi <rossi@aesop.rutgers.edu>, phone 848-932-6399

Secondary Contact: Rubie Mize <rgmize@aesop.rutgers.edu>, phone 301-504-8655

Appendix A

NIMSS Upgrades

Specific Upgrades/fix/tasks:

General:
- System and programming functions must be hosted at a LGU
- Move code from Cold Fusion to Java or other suitable platform
- Documentation of technical aspects of new NIMSS version
- Move entry page to "Main page" which defaults to guest access. Login button will be added to menu. Additional functions/access to be granted upon login.
- Functions (drop down menu choices) in website need to be customized per role.
- Emails currently pass through USDA for invites, which can cause delays in delivery. Maybe have more direct email delivery path.
- Improvement Request- overall keep user in web app with frames.
- Scrolling banner on home page with images of projects. Clicking on images can take to project home.
- Ensure current customization of access for specific users – is maintained – Regional System Administrators, AES/Extension directors including the 1890s (all Land-grant), advisors, reviewers, public and USDA-NIFA.
- Add function to add additional email addresses of recipients of system-generated notification/message such as Meeting Authorization, Contact Participants etc.

Customized Access:
- Allow Administrative Advisors to edit meeting information after meeting authorizations have been finalized.

Registration:
- Streamline the registration process by making it easier for administrator to detect duplicate accounts before approving the account for creation. Administrator approval will be needed for account creation if user is using email addresses such as @yahoo, @gmail.net, etc., even if user claims affiliated to Land-grant institutions/universities, agencies, or organizations.
- Allow new registrant to use dropdowns when selecting their institutions/affiliations as in the current system but not allowing "Other" to add new entries. They should contact the administrator if not on the list.
- Need for automated or assisted manual detection of duplicate account creation.
- Confusing error message when registering with email address that is already in the system.
- Unable to delete user ID tied to archived project.
- Users that are currently awaiting approval are found in people search, as if they are registered users. Can cause confusion in the duplicate user searching.

Project/Proposal:

- Improve ease of use/navigation of projects for guests (non-registered users)
- Need to be able to search through Text of Project proposals. Currently can only search through titles.
- Keyword suggestions for search
- Preserve formatting when pasting into text box. (Example copying from Microsoft doc format to Project request.)
- When creating a new project, populate with next available project number in sequence. (*Project numbering needs to be addressed more comprehensively. There are issues with "OLD" and "TEMP" in project names (and searching for projects) and there are issues with running out of numbers. Project numbering is a process decision NIMMS team will need to make.*
- Naming of proposed project (TEMP code) does not carry after project is approved. Possibly change proposed project number to match approved projects. –All projects should have a "status indicator" easily visible from home page and all pages. Project date ranges should also be readily displayed. (*Project numbering is a process decision NIMMS team will need to make.*)
- Improve Project History table - Need to display how many years a project has been approved.
- Embedding of images and graphics into project proposals.
- 15 page size limitation for research projects, or size notification warning. (*Further discussion needed, and if implementation is necessary.*)
- Limit size of coordinating committees and ERA proposals, or size notification warning. (*Further discussion needed, and if implementation is necessary.*)
- Need to investigate download of project information by directors and how to not break that functionality when using mobile devices. Currently UMD DBAs export information. (*Will require further discussion and investigation by NIMMS team.*)
- Display projects already approved, even if they have not started. People need to allocate money before 10/1 but "participant by station" doesn't show projects that are about to start—this makes it difficult for stations.
- Accommodate NRSPs file size requirement – usually larger than most multistate projects.

Participation form:

- Participant Functions and Review functions should be hidden, unless assigned by administrator.
- Mouse over tips for terms like SY PY TY KA SOI
- Input validation on Scientist year (SY-PY-TY) (calculated in percentages).
- Improve the KA/SOI/FOS entry or have some sort of data validation. Maybe have an autocomplete function. Maybe have a pop-up or toaster popup with commonly used KA codes. Participants should be forced to answer this question (and answer correctly).

For extension-only participants, there should be a "none" option or move to next section instruction.

- Instead of codes, display corresponding values for KA/SOI/FOS on project Appendix E summary, participant information, etc. so that reviewers can assess expertise reflected in committee composition.
- Users currently accidentally exit the system because the KA code lookup redirects user to different page in same browser tab/window.
- Improvement request. New participant submission status is unknown after submission.
- Include under "Status reports" for user to track submission.
- Improvement request. Allow functional excel export of participant ALL information. Regional administrators should be able to easily run queries for most, if not all, information in the database.
- Improvement request. Participant report by region (yearly summary) Excel export not working as expected.
- Participant reports - Pie reports hard to read. (*Further discussion - Is this necessary?)*

Project Homepages:
- Include in public access
- Limit photo size upload and provide clear instructions to users
- Add PDF impact reports to Project home pages and Project "site map".

Meeting Authorization:
- Increase attachment limit on meeting invites. Current number of attachments is four.
- Need a way to re-send meeting information/authorization information
- Add function to add additional email addresses of recipients of notification.

Annual/Termination Reports:
- There should be a separate termination report. Current practice is to submit the last annual report as the termination report but should include all accomplishments during the 5-year period. (F*urther discussion is necessary.)*
- Redesign annual report forms to better capture information required for impact summaries and for mid-term evaluations (or redesign mid-term evaluation forms).

Impact Statements:
- Direct link to PDF versions using a dropdown and through a search project function
- Putting impact statements on the main menu/home page—is it possible to not use the form and simply upload the PDF and still have that be searchable by keyword, etc. If PDF can't be searched, then filling out a form is still okay. Good feature to be able to embed photos into the impact statement form.
- Need to be able to delete an impact statement if there is an update (this is already in the current system).
- Allow search of impact statements even for old/terminated projects. Set up links of current with old project numbers. (*NOTE: Depending upon what occurs above*.)

Peer Reviews:
- Improvement request. Letters to peer reviewers need to include simple instructions and automatically copy the project advisors.
- MRC review forms (Appendix H, J, and K) redesigned to move beyond binary responses; include "n/a" for appropriate questions.

Attachment A

National Experiment Station
National Information Management and Support System

Clemson University's Youth Learning Institute (YLI) proposes to collaborate with National Experiment Station (NES) to host, secure maintain, re-design and re-develop and update the National Information Management and Support System (NIMSS) which will support Experiment Stations.

The Youth Learning Institute (YLI) is a vital component of Clemson University's outreach effort and helps fulfill Clemson's mission of public service by using the research and knowledge of University faculty and staff to develop, implement, and evaluate programs. Initially founded as summer 4-H camps, our mission has expanded beyond traditional programming to include other young people and adults. YLI now operates programs year-round and employs more than 170 staff members. YLI staff has experience in curriculum development, marketing, program delivery, evaluation, software development, and training for diverse audiences.

The Clemson University YLI Development Team consists of individuals with a unique blend of programmatic and technological expertise that also have an understanding of the local and university needs and capacities across the nation's land-grant system. This team will work closely with the NES staff to insure that the system created will work on both a functional and technological level.

Qualifications

The Development Team members have extensive experience in developing, designing, implementing and maintaining data systems designed to track data for our numerous camp and field study programs. Over the past 8 years, the Development Team has worked with EFNEP and with other Clemson units to create, design, develop, implement and test numerous web-based reporting systems, including the national WebNEERS reporting system desired by the USDA (*reference listed below*). These reporting systems are focused on creating simple to use interfaces, powered by industry standard technologies to provide accessible and extensible reports. The Development Team consist of:

Toby Kirkland – Software Development Manager

Toby received a degree in computer science from the University of South Carolina. He has been employed in and around software development since that time. He has developed and overseen the development of numerous dynamic websites, payment processing systems, registration systems, and data collection and aggregation systems for clients ranging from local businesses to the USDA.

Jason Eichelberger – Lead Developer

Jason received a degree in communications from Columbia International University in December of 2006. Since that time he has been employed in various technical roles for Clemson University. He currently serves and the Director of IT and Software Development. He has been responsible for developing applications that have tracked over

$3 Million in the last 3 years, been used by more than 250000 people and have collected information for more than 2 million program participants.

Jason Rikard - Developer, Lead Systems Administrator

Jason Rikard is a Software Engineer with an emphasis in Web Applications. Since graduating with a degree in Computer Science from the University of South Carolina, he was worked with Clemson University to develop a system in partnership with the USDA. During this time, he has worked to develop a new federal Expanded Food and Nutrition Education Program Information System. He has advanced experience in software development and system administration.

Jonathan Hawley – Leader Designer / User Interface / Experience Developer

Jonathan is a web designer and developer with 6 years of experience in the industry. Jonathan first started designing and building for the web in 2009 and continues to research user experience and interface design. He has worked on small creative sites to large corporate sites for multi-billion dollar revenue companies. Jonathan is a young creative professional whose passion for creating a more beautiful and usable web fuels his desire to build great products.

Objectives and Procedures

YLI proposes collaboration with NES so that the parties can jointly achieve resource efficiency to define the best course of action for improving the NIMSS system. As noted above, our Development Team has a track record of developing large-scale systems for various organizations and the strength of those systems is largely attributed to the collaborative efforts put forth by both YLI and the partnering agencies. This type of relationship is unique in the field of software development but we believe that structuring projects in this fashion allows for a higher quality product than could be produced by the traditional proposal / development process.

Development Process

Initial Development

The initial phase of this process will begin as soon as both parties accept the proposal. This phase will include:

1. Meeting with representatives of the experiment station staff, either in person or through adobe connect, to clearly define the scope and deliverables of the project

2. Defining the workflow for NES staff to communicate with our Development Team members.

3. Establishing an estimated calendar of deliverables to be defined for both entities.

Following this meeting our Development Team will begin the design and development process and will regularly report back to NES staff with updates and issues as they arise.

During this initial development phase the Development Team will begin working with the current NIMSS developer to get a better understanding of the database architecture already in place. Work will then commence on preparing data already stored in NIMSS to be migrated to the new application.

Development Phase

NIMSS will be built as a modern web application using industry best practices for reliability, security and usability. The application will be hosted in a government compliant cloud environment (Linux / Apache) with the most up-to-date security upgrades. Fully configured firewalls and intrusion detection software will prevent access at the server layer. Vulnerabilities at the software level will be avoided by testing of the code and defensive programming techniques.

The Development Team will use a highly tested and popular dynamic language (PHP) for building the application to provide reliable code and ease of future maintenance. An object-oriented framework will be used to reduce duplication of code, increase the speed of development and promote maintainability. The relational database (MySQL) will be built and optimized with a leading open source database management system to provide quick access to all records to the application. Records in the application will be searchable though a web interface that is handled by a full-text search indexing backend. The application will employ caching strategies to ensure a high response time to web requests and will improve the overall speed of the system.

The development process of the application will follow a best practice protocol to allow quick updates and support. Version control will be used to coordinate the source code development and deployment. Automated deploy and recovery scripts will be developed and tested to ensure a high availability and disaster recovery plan. The health of the system will be monitored at all times with thresholds set to alert developers of anomalies. Development documentation will be maintained and available to ensure the longevity of the application.

A testing environment will be available for users to use to test and train with. This will provide a sandbox where users are free to learn and experiment with the system.

A community system will be put in place for users to ask and answers questions regarding the application. This system will provide a self-sustaining community where users can learn and communicate about the system. The system will authenticate using the same user information as NIMSS.

Design

While maintaining a singular voice across the design of the entire site, the site will be accommodating to any photos, graphics, and product images submitted by the client. We will work with NES to come up with brand guidelines to follow to maintain cohesiveness of the design across the site. The brand guidelines will define colors, typography and best practices that will allow the site to maintain a professional and elegant design while being able to adapt for many types of content.

We will use modern web development tools and technologies to create engaging and intuitive user interfaces. Modern development tools and best practices such as SCSS and OOCSS will be used to speed up development time, reduce the amount of code, and create an efficient, maintainable and future ready product. The site will be optimized for modern devices, and as such, will support modern browsers including Internet Explorer 9+, Safari, Chrome, and Firefox.

Development Team staff will work with NES partners to determine the most efficient means of data entry for each section of the system and will design page layouts to maximize participant data entry efficiency. Page layouts, form fields and instructional text will be designed to allow for maximum ease of use for all end users.

Beta Testing

After completion of system development a team of beta testers will be selected by NES and the Development Team to account for users in different geographic locations as well as to represent the different users of the system. A period of beta testing will then commence and Development Team staff will work closely with beta testers to identify areas of the system that will need to be improved and will work quickly to provide patches to the system code for continued testing.

Documentation

Internal system documentation will follow industry standard practices. All internal functions of the application will be defined in documentation so that future developers will be able to quickly understand system logic and trace system functionality with minimal effort.

Upon successful completion of NIMSS, a representative group of Beta testers will assist the development team in creating both a print manual and video tutorials for end user training. A print manual will be produced that outlines all elements of the NIMSS system. The print manual will incorporate text descriptions as well as images to help guide all users through learning the new system.

Members of the development team will conduct one-on-one end user trainings with a select group of users, who will serve as NIMSS program trainers. These users will assist new employees and other end users in the functions of the new system.

System Features

The new NIMSS system will incorporate all of the features of the current system and will include updates from the NIMSS RFP Appendix A. Specifically, large text boxes will be replaced with a "what you see is what you get" (WYSIWYG) style editor that will help to preserve formatting when data is copied and pasted from word processors. Also, a new email system will be developed that will allow for custom sets of participants to be included in system generated emails. The system will also feature a tiered access system,

which will allow for Regional System Administrators, SAES/Cooperative Extension level NIMSS Administrators (Directors, Associate Directors, Program Coordinators), Project Participants, USDA-NIDA (Approvers, National Program Leaders/Representatives) and reviewers to each be able to manage and report into unique areas of the system as determined by NES staff.

User management will adhere to a hierarchy of user types defined in the RFP. Users will register for the system in a way that will notify administrators of pending applications. Users will not be able to register multiple times to prevent duplication. New users will specify their context, such as affiliations, upon registration to provide clarification to the administrative users. Users who have not been approved will be clearly indicated as not approved in search results. The application will communicate with the NIMSS-NIFA interface to transfer data in an XML format. An efficient data format will be defined during negotiation between both parties. The web communication will be triggered by an authorized user for an expected result. Search will be available through a web interface and will return pertinent results and suggestions from all records and data fields. Searchable records will include users, proposals, projects, reviews, reports, meetings and other categories to be defined. Appropriate links will be provided to link the user to the context of the search result. Management of projects and proposals will remain consistent by enforcing a "to be defined" naming convention and assisting in populating data fields. Visual indicators will show the data entry field limitations and metadata regarding the

history of the project. Proper limitations on participants and proposals will be enforced.

Files and images can be attached to assist in the form.

Support Phase

Along with the community support system outlined above, the Development Team will
work with NES staff to provide higher-level support to the NIMSS system. This support
will include bug tracking and repair of system issues in a timely fashion. The
Development Team proposes a weekly or bi-weekly conference call where NES staff can
report issues or bugs and Development Team staff can report on bug fixes. If system
emergencies occur, Development Team staff will be available by phone for support
requests, as they are needed.

Costs

Phase 1

We recommend that phase one efforts be concentrated towards Phase 2 in order to fully
meet the development timeline goals for the new system and decrease development costs
(as discussed with Dan Rossi). If it is decided that this is not the desired course of action,
YLI will submit a modified proposal to update the current system.

Phase 2

The timetable for completion listed in the RFP is aggressive but YLI will work to complete the project in an 8-12 month window. We believe this timetable is within the scope of reason, but is dependent upon the negotiation of the final scope of the project, as some details have yet to be determined. As always, YLI will collaborate with NES to work toward a mutual goal in this area.

Line Item (by Category)	Funds
Development (details above)	
System Administration	$24,250
Data Architecture Review and Import	$17,200
System Development	$193,500
System Design	$14,500
Web Services Development (creation of data portal for USDA-NIFA)	$12,000
User Documentation (removed at client request - $9,000)	$0
Total Development	**$270,450**
Technology	
Testing Server	$1,000
Other Technology Needs (security setup, reference materials, etc.)	$2,500
Total Technology	**$3,500**
Travel	
Travel for meeting with Clients (removed at client request - $4,000)	$0

PHASE 2 TOTAL   **$265,000**

Phase 3

Line Item (by Category)	Funds
System Administration and Development	
• Securely hosting all systems and data for NIMSS • Maintaining and optimizing server and databases • Creating reliable, regularly scheduled, back-up, consistent with university standards • Working with NES staff to update areas of NIMSS or add additional functionality • Making efficiency updates as needs and users grow • Attending to system bugs • Maintaining the system documentation as changes are made • Design, test, and implement help desk system to address ongoing system maintenance and ensure effective communication between system administrator and administrators. • Insure ongoing browser compatibility as new browser versions are released	
Total Development	**$106,000**
Technology	
Hosting ($1400/month)	$16,500
Server Administration ($500/month)	$6,000
Total Technology	**$22,500**
Travel	
Travel for meeting with Clients (removed at client request - $3,500)	$0

PHASE 3 TOTAL	**$128,500**

Contact Information

All correspondence or questions related to this proposal may be directed to:

Toby Kirkland
Associate Executive Director of Systems,
Youth Learning Institute
Clemson University
803.467.3625
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Relevant Reference

WebNEERS Project

The Web-based Nutrition Education Evaluation and Reporting System (WebNEERS)

replaced the Nutrition Education Evaluation and Reporting System version 5 (NEERS5).

WebNEERS is a secure system designed, hosted, and maintained by Clemson University.

WebNEERS is accessed through the Internet via Internet Explorer, Firefox, Google

Chrome, and Safari web browsers. It incorporates local, university, and federal

components of the current NEERS5 as well as new elements such as the EFNEP 5-Year

Plan/Annual Update, the EFNEP budget and budget justification, and the social ecological

framework of the Community Nutrition Education (CNE) logic model. Additional

information is available at http://www.csrees.usda.gov/nea/food/efnep/web_neers.html.

WebNEERS Contacts

Helen Chipman
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AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

This is an agreement for information technology services between **Clemson University** (CLEMSON) and the Association of Public and Land-grant Universities (APLU). APLU is identified as the contractual agent on behalf of the Experiment Station Section (ESS). The ESS will manage the project through its NRSP-1 Management Committee (NRSP-1). The purpose of this agreement is to provide IT services for the redesign, hosting, and servicing of National Information Management and Support System (NIMSS) which is a key element of the national accountability and project management system. NIMSS was designed to facilitate the management of multistate research and Extension activities supported by the Hatch Multistate Research Fund (MRF), from conception of the proposal to project termination. NIMSS is a web-based application allowing: (1) online submission of proposals, peer reviews and progress reports, and (2) ready access to this information. An automated e-mail notification function prompts users to take action and sends out notifications for meetings and report deadlines. Researchers, Extension educators, stakeholders and other cooperators can search NIMSS for relevant and timely information related to multistate research projects. In addition, the public has access to research project outlines and impacts. NIMSS is now serving all of the 1862 and 1890 Land-grant institutions, allowing them to manage, in a totally paperless system, their multistate research portfolios. The U.S. Department of Agriculture (USDA) National Institute for Food and Agriculture (NIFA) also uses NIMSS to download and integrate data into its management dashboard and to pre-populate federal forms.

APLU hereby engages CLEMSON to provide services described herein (Attachment "A") in response to the details provided in the Attachment "NIMSS Request for Proposal Final.pdf". CLEMSON hereby agrees to provide the APLU through NSRP-1 with such services in exchange for consideration described herein under Section III, Payment of Fees for Services.

I. SERVICES.

    A. Term and Termination. The term of this agreement is expected to begin in October, 2014, and continue until approximately September 2017 (Attachment "C" NRSP-1 Project Proposal)

        (1) Termination Without Cause. This agreement may be terminated by either party without cause, with such termination effective upon the ninetieth (90th) day following written notice of termination. The duties and responsibilities of both parties will remain in force and effect during the 90 days following notice of termination, unless modified by mutual agreement.

        (2) Liquidated Damages. If APLU, upon the recommendation of NSRP-1, terminates without cause, APLU through the ESS (Section III.) shall pay to CLEMSON a liquidated damage amount of one-third of the fees remaining for the total project (i.e., one third of the difference between fees due as of the date of termination and the total fees of $522,000.00). If CLEMSON terminates without cause, CLEMSON shall forfeit any further payment(s) under this Agreement.

        (3) Finalizing Project Termination. Upon termination of the project for any reason prior to completion, or at the end of the Term, CLEMSON will:

            (i) Provide a copy of the most recently deployed code to an NRSP-1 representative;

            (ii) Provide all database backups and server backups to an NRSP-1 representative;

            (iii) Provide NRSP-1 with a list of all third-party applications utilized for the operation of the NIMSS application; and

            (iv) Transfer all hosting, backup and third-party application accounts to an NRSP-1 representative.

B. Services. CLEMSON will provide services in accordance with CLEMSON's Official Proposal, which is attached hereto as Attachment "A" and incorporated in its entirety herein by reference, and the NIMSS Request for Proposal FINAL.pdf, and in accordance with a schedule to be mutually determined by the parties during the initial phase, which may be amended from time to time as agreed upon in writing between the parties. CLEMSON shall have the ability to select the means, manner and method of performing the services, as CLEMSON deems appropriate. CLEMSON will use its best efforts to provide NRSP-1 the benefit of its specialized experience, knowledge, and skills.

C. Schedule. The overall relationship between the parties contemplates a multi-phase schedule of services, including the pre-initial development phase, the development phase, the design phase, and the beta testing phase [Phase 1 $265,000 as Year 1]; and the system administration phase and operation phase [Phase 2 $128,500 annually as Year 2 and Year 3]. It is anticipated that Phase 1 of the process will begin in October 2014 and be completed no later than September 2015 and Phase 2 of the process will begin in October 2015 and be completed in September 2017. The work in each phase is more fully described in CLEMSON's Official Proposal and the NIMSS RFP FINAL, which is incorporated herein by reference.

D. Fees. Payment will be made in accordance with Section III, below.

II. RESPONSIBILITIES OF NRSP-1

NRSP-1will:

A. Provide access to, and cooperation by, all NRSP-1 personnel necessary to complete the project objectives, during all components of the Services.

B. Pay Fees and Expenses for Services in accordance with section III, below.

III. PAYMENT OF FEES FOR SERVICES.

A. Fee Schedule. ESS shall pay CLEMSON Fees for Services in the amounts listed for each project component as described in the Official Proposal and the NIMSS RFP and Attachment "C", which is attached hereto as Attachment "A" and incorporated herein by reference. Whenever required or necessary to effectuate timely payment, ESS shall take any and all action necessary to authorize off-the-top funding in accordance with its National Research Support Program (NRSP) activities through NIFA. After the initial authorization to NIFA and release of funds under this mechanism, if any additional or renewal authorization shall become necessary, ESS shall take all action necessary to ensure such additional or renewal authorization is granted or achieved so that CLEMSON receives timely payment as described herein. The ESS-approved off-the-top funding will be provided by NIFA in the Clemson AES Hatch Multistate allocation.

B. Deduction of Pre-Initial Development Phase Fees. The total of Pre-Initial Development phase fees, up to twenty-thousand dollars ($20,000.00), will be deducted from total fees due for Phase 1 (reference to Rutgers PO #2066719).

IV. GENERAL TERMS.

ALL SERVICES ARE GOVERNED BY THE GENERAL TERMS AND CONDITIONS THAT ARE LISTED BELOW AND THE GENERAL TERMS ATTACHED AS "ATTACHMENT B", ALONG WITH THE TERMS IN THE APPLICABLE SCHEDULE(S) FOR THE SPECIFIC SERVICES THAT ARE PURCHASED.

A. State Agency. APLU expressly acknowledges that CLEMSON is an agency of the State of South Carolina and nothing in this Agreement is intended to be, nor will be considered as, a waiver or relinquishment by CLEMSON of its rights to claim such exemptions, privileges and immunities as may be provided by law.

B. Confidential APLU Information / Nondisclosure. Each Party (the "*Receiving Party*") that, by virtue of this Agreement, receives, gains or has access to confidential information about or belonging to the other Party (the "*Disclosing Party*") agrees not to disclose such confidential information to any third party, without the prior written consent of the Disclosing Party. Inasmuch as CLEMSON will acquire and have access to proprietary information while engaged in providing services to APLU, it is expected and agreed that CLEMSON will hold

that proprietary information confidential and will not disclose any proprietary information obtained during the course of discussions or review of documentation unless required to do so by applicable law. Furthermore, it is agreed that APLU's proprietary information will be used solely for the purposes contemplated in this Agreement.

Propriety information is defined as any and all information, whether relayed orally or in writing, or produced pursuant to this Agreement or during subsequent negotiations arising therefrom, consisting of documentary and other descriptive materials, plans, products and intellectual property, content, graphics, analyses, projects, processes, systems, marketing, research and development activities, and all technical or scientific information or knowhow of any drawings and designs, electronic materials, computer programs, technical specifications and other information, any intellectual concepts, works of authorship, knowhow, sketches, photographs or other graphic depictions, when designated as confidential by either party, and all information derived therefrom by either party or their representatives concerning either party and their operations or proposed operations, products, and services, heretofore or hereafter furnished by either party or their representatives. This does not include information that: (i) is or becomes generally known to the public other than through a breach of this Agreement by the Receiving Party after the time of disclosure to the Receiving Party by the Disclosing Party; (iii) was in the Receiving Party's possession free of any obligation of confidentiality at the time of disclosure to the Receiving Party by the Disclosing Party; (iv) was rightfully received by the Receiving Party from a third party that was free of any obligation of confidentiality after disclosure by the Disclosing Party to the Receiving Party; or (v) was independently developed by the Receiving Party without reference to or use of Confidential Information disclosed by the Disclosing Party. Furthermore, propriety information shall not include HIPAA, FERPA or Personal Information and APLU shall specifically refrain from providing such information to CLEMSON. In addition, a Receiving Party may disclose such confidential information as required to obtain the advice of professionals or CLEMSON or as may be required by Applicable Law. CLEMSON is expressly not engaging in research study and has no intent to publish any research study of APLU's employees or practices.

C. Entire Understanding. This Agreement contains the entire understanding of the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or agreements among the parties hereto concerning the subject matter hereof, which prior agreements or agreements, if any, are hereby canceled. This understanding may not be changed, modified, or amended orally or otherwise, except by another memorandum in writing, signed by the parties to this agreement.

D. Intellectual Property / Concept and Ideas / Proprietary Rights.

(1) Software Developed under this Agreement. ESS shall have a non-exclusive, non-transferrable, royalty-free license to utilize the software and database systems developed pursuant to this Agreement for any and all non-profit NIMSS purposes. ESS may use it, incorporate it, integrate it, modify it, and/or manipulate it in any way whatsoever to serve its NIMSS purposes.

(2) Copyrights, Trademarks, Patents. Notwithstanding the foregoing, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of CLEMSON's services identified herein ("CLEMSON Intellectual Property Rights") are owned by CLEMSON or its licensors, and you agree to make no claim of interest in or ownership of any such CLEMSON Intellectual Property Rights. You acknowledge that no title to the CLEMSON Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in CLEMSON's or its licensors' service, other than the rights expressly granted in this Agreement.

E. EXCLUSIVE REMEDY; TIME LIMITATION ON FILING ANY CLAIM. APLU AGREES THAT CLEMSON's ENTIRE LIABILITY, AND APLU 'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY OF CLEMSON's SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE

AMOUNT APLU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL CLEMSON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF CLEMSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT APPLICABLE GOVERNING LAW DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, CLEMSON's LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF CLEMSON SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.
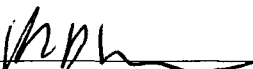
F. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this Agreement.

G. Independent Parties / Relationship. This agreement is entered into solely to memorialize the responsibilities set forth herein and to define the expectations between the parties hereto. Neither party nor their employees, contractors or agents are agents, employees or joint ventures of the other party. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise. Except as otherwise expressly stated herein, there shall be no third party beneficiaries to this Agreement. This Agreement, and any document or understanding entered into in connection herewith, shall not be deemed to create any other relationship between APLU, CLEMSON and Employees other than as expressly provided herein. It is expressly understood that the relationship of CLEMSON to APLU shall be that of an independent contractor/service provider and nothing contained herein or inferable here from shall be deemed or construed to make APLU employees the employees or "servants" of CLEMSON, or vice versa, or to make CLEMSON the "superior" of any APLU employee under the doctrine of Respondeat Superior, or to create any partnership, joint venture, or other association between CLEMSON, APLU, and APLU's Employees.

H. DISCLAIMER OF WARRANTIES. CLEMSON EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CLEMSON DOES NOT MAKE ANY WARRANTY THAT SERVICE(S) PROVIDED HEREUNDER WILL MEET YOUR REQUIREMENTS. CLEMSON DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS OR BENEFITS THAT MAY BE OBTAINED FROM THE SERVICE(S). NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ITT SHALL CREATE ANY WARRANTY OR GUARANTEE NOT EXPRESSLY MADE HEREIN.

I. Waiver. Waiver by any party of any breach of this agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party, at any time or from time to time, to take action by reason of any such breach or to exercise any such right shall not deprive such party of the right to take action at any time while such breach or condition giving rise to such right continues.

J. Assignment and Resale. The rights of ESS under this agreement are not assignable or transferable. ESS agrees not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the services, deliverables, (or portion thereof) to any other person or entity without CLEMSON's prior express written consent.

K. Continuing Obligations. Each provision which provides for or permits performance hereunder after termination or by its nature requires performance after termination shall survive the termination of this Agreement.

L. Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local

governments having or claiming jurisdiction over CLEMSON, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, CLEMSON may immediately terminate this agreement.

M. Governing Law. This agreement shall be governed, construed and interpreted in in all respects in accordance with the laws of the State of South Carolina.

N. Venue. Any action to enforce any right created by this agreement must be brought and maintained in the Courts of the State of South Carolina. APLU agrees to submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the appropriate Circuit Court of South Carolina, for any disputes between APLU and CLEMSON under, arising out of, or related in any way to this agreement (whether or not such disputes also involve other parties in addition to APLU and CLEMSON).

O. Third Party Beneficiaries. This agreement is strictly for the benefit of the parties hereto and not for the benefit of any third party. No third party shall be permitted to enforce any term or provision hereof for his, her or its benefit.

P. Enforceability. The invalidity or unenforceability of any provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
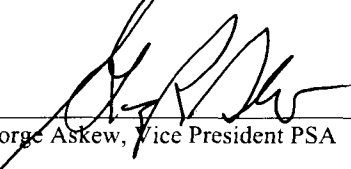

The Parties hereby acknowledge and accept the terms of the Agreement as Memorialized hereby:

For APLU:

_____   4/9/15
Peter McPherson, President   Date

For CLEMSON APES:

_____   3/26/15
George Askew, Vice President PSA   Date

Project Number: NRSP-1

Project Title: Multistate Research Information Management and Impact Communications Program

Requested Duration: October 1, 2014 through September 30, 2017

Administrative Advisors: William Brown, Jeff Jacobsen, Steve Loring, Adel Shirmohammadi

NIFA Representative: Bart Hewitt

STATEMENT OF ISSUES AND JUSTIFICATION

NRSP-1 serves two critical functions for the State Agricultural Experiment Station (SAES) System. First, it supports the National Information Management and Support System (NIMSS). NIMSS was designed to facilitate the management of multistate research and Extension activities supported by the Hatch Multistate Research Fund (MRF), from conception of the proposal to project termination. NIMSS is a web-based application allowing: (1) online submission of proposals, peer reviews and progress reports, and (2) ready access to this information. An automated e-mail notification function prompts users to take action and sends out notifications for meetings and report deadlines. Researchers, Extension educators, stakeholders and other cooperators can search NIMSS for relevant and timely information related to multistate research projects. In addition, the public has access to research project outlines and impacts. NIMSS is now serving all of the 1862 and 1890 Land-grant institutions, allowing them to manage, in a totally paperless system, their multistate research portfolios. The U.S. Department of Agriculture (USDA) National Institute for Food and Agriculture (NIFA) also uses NIMSS to download and integrate data into its management dashboard and pre-populate federal forms.

The second important function that NRSP-1 serves is the communication of impacts of multistate research and Extension activities. The impact communications component of NRSP-1 enhances the visibility of Land-grant institutions and the success of the multistate research projects. Impact statements are prepared by a communications specialist at the termination of every project (approximately 60 per year) and are sent to: Administrative Advisors, Regional Executive Directors and their assistants, NIFA representatives and the ESCOP marketing agency kglobal. Administrative Advisors share the statements with project participants, partner trade associations, regulatory organizations, and other stakeholders. The impact statements are posted on the Regional Association websites and are also entered into the National Land-grants Impact Database (http://www.landgrantimpacts.org). They are used by NIFA staff in the preparation of reports and responses to Congressional and other inquiries. kglobal features the impact statements on the Ag Is America website (http://agisamerica.org/), and on the Ag Is America Twitter feed (reaching over 26,000 users) and Facebook page with about 4,000 followers. This relatively new component of NRSP-1 has been extremely effective and very well received within the Land-grant University system, its public and private partners, its stakeholders and the public in general. Collectively, the NIMSS database system and the impact communications program provide for open and transparent systems that enhance compliance and accountability for SAES.

The Experiment Station Section is entering into a three-year contract with Clemson University to redesign, host and maintain NIMSS. The first year will be focused on the redesign of NIMSS, while the

following two years will provide ongoing maintenance and the opportunity to further enhance NIMSS. The NIMSS redesign will provide substantial direct benefits to administrators and staff of SAES, participating scientists, federal agencies, and many others utilizing this system. There will also be indirect benefits to the public through increased access to current activities and outcomes from the Multistate Research portfolio.

The contract with Clemson will be for the period October 1, 2014 to September 30, 2017. The NRSP-1 Management Committee requests that the current NRSP-1 be terminated effective September 30, 2014 and that this new project be approved for a three year period, October 1, 2014 to September 30, 2017, to correspond to the contract with Clemson. Approval of this request will allow the project to continue to provide critical research support services to the SAES system during the three year contract with Clemson. During the final year of this project, a new five year NRSP-1 project proposal will be developed to support the enhanced NIMSS and the impact communications programs.

IMPLEMENTATION

Objectives and Projected Outcomes

Objective 1: Maintain and enhance the effectiveness and functionality of NIMSS and access and utilization of the NIMSS database.

Objective 2: More effectively document and communicate impacts of the multistate research activities

Outcomes:

At any given time, there are about 300 active multistate research projects and activities recorded in NIMSS. At its peak period, NIMSS gets 28,000 hits per day, and an average of 15,000 hits per day during normal operations. Data transferred varied from 2GB to 4GB per day, during slow to heavy periods. New users register daily and the number of registered active, frequent users are recorded at over 11,000. NIMSS will continue to serve this clientele and the public during the project period, allowing for timely submission of proposals and reports, conduct of peer reviews, meeting notifications, participation and access to information in real time.

In addition, new functionalities will be introduced in NIMSS to enhance access to and quality of information available to users. It is anticipated that participation will continue to be expanded to include those outside the Land-grant system, and will include additional federal and state partners, producers, commodity groups, foundations and foreign scientists. NIMSS will serve as an effective communication tool to share research data and hence, ease the application of new discoveries and technology transfer.

Since its inception in 2002, NIMSS has been used to collect and store information on hundreds of scientists working in multistate projects in specific Knowledge Areas (KAs), Subject of Investigation (SOI) and Field of Science (FOS). NIMSS serves as a national repository of experts and their specializations. This capability will be explored further to build programs to analyze where expertise can be tapped to address national and regional priorities and to solve emerging problems.

NIMSS will be transformed into an even more effective tool in reporting the accomplishments and impacts of agricultural research carried out by Land-grant institutions. This impact information will be used to prepare more effective impact statements from multistate research activities. The Impacts Communication Specialist will continue to refine and enhance the impact statements. More effective ways to communicate impacts will be developed to reach a broader audience. Timely and relevant impact stories will continue to be identified and targeted to popular press outlets such as newspapers (local and national), university publications, industry magazines, agriculture magazines and online news sites. These efforts will greatly enhance the visibility of the Land-grant universities and specifically demonstrate the return in public investment in the multistate research system.

Management Budget and Business Plan

General oversight, policy development, proposal preparation and budget recommendation will be provided by a Management Committee composed of: four Administrative Advisors, representing each of the four SAES regions; an ARD Director; a Cooperative Extension Director; the NIMSS Manager; the four Regional System Administrators; two director's administrative assistants who use NIMSS routinely; and two communicators/writers to advise the impact reporting program. The Administrative Advisors will elect one of their representatives to be the Lead Advisor and Chair of the Committee. NIFA will assign one or more non-voting representatives to the Committee.

NIMSS is managed by each of the Regional Associations serving the SAES. The Regional System Administrators handle the day-to-day tasks related to maintaining the system and answer queries from their users.

The WAAESD Office (WDO) provides coordination, editorial oversight, and physical space to the impact communications component of NRSP-1. The WDO also provides coordination between this effort and the ongoing efforts of ESCOP and ECOP (i.e., with kglobal, Cornerstone, the ESCOP/ECOP Communications and Marketing Committee, and the National Land-grant Impacts Database Project).

Funding for NRSP-1 will be provided through an off-the-top allocation from the Hatch Multistate Research Fund. NRSP-1 will provide important administrative support services to research administrators and staff, project participants and other users of NIMSS and the impact communication efforts. Funding for NRSP-1 is seen as an administrative expense and alternative sources of funding are not anticipated.

Integration and Documentation of Budget Support

NRSP-1 was developed to facilitate the management and communication of the impacts of integrated research and Extension activities supported by the Hatch Multistate Research Fund. It supports all 1862 and 1890 Experiment Station and Cooperative Extension participants. The program can also accommodate integrated education activities as the need arises.

Outreach, Communications and Assessment

Input from SAES administrators and scientists on issues of policy, planning, and management of NRSP-1 is essential element in sustaining it as an effective support system. The approval of this NRSP provides

the mechanism to support the representation of user interests and provide a forum to assess the effectiveness of the outreach of the NRSP-1 programs.

The Regional System Administrators will serve as the primary contacts and source of information and training for university administrators, program managers, investigators, business officers, and station staff using NIMSS. The WDO will serve as the primary contact and source of information on the impact communications component. The NRSP-1 Management Committee will serve as stakeholder representatives in addressing assessment issues and to help evaluate the effectiveness of outreach efforts. The representatives will be responsible for collecting information from the institutions in their respective regions or associations to reflect the effectiveness of the NIMSS and the impact communications programs in meeting their needs and objectives. The Committee will provide an annual report outlining the accomplishments of the previous year in support of the objectives at the ESS fall meeting. A copy of the report will accompany the annual budget request.

PROJECT PARTICIPATION: All 1862 and 1890 Land-grant Institutions

LITERATURE CITED: N/A

BUDGET:	2014-15	2015-16	2016-17
NIMSS:	$245,000[1]	$128,500[2]	$128,500[2]
Impact Communications Project:	$ 55,000	$ 55,000	$ 55,000
TOTAL	$300,000	$183,500	$183,500

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[1] The 2014-15 NIMSS budget request of $245,000 corresponds to the first redesign cost of $265,000 proposed by Clemson minus $20,000 in carry-over NRSP-1 funds residing at Rutgers.

[2] The 2015-16 and 2016-17 NIMSS budget requests of $128,500 reflect the on-going operations and maintenance cost proposed by Clemson.

GENERAL TERMS TO
AGREEMENT FOR
INFORMATION TECHNOLOGY
SERVICES

ALL SERVICES ARE GOVERNED BY THE GENERAL TERMS AND CONDITIONS THAT ARE LISTED BELOW ALONG WITH THE TERMS IN THE APPLICABLE SCHEDULE(S) FOR THE SPECIFIC SERVICES THAT ARE PURCHASED.

1. INTRODUCTION. In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and its agents, including each person listed in your account information as being associated with your account, and "we", "us" and "our" refer collectively to Clemson University Clemson ("CLEMSON"). This Agreement explains our obligations to you, and your obligations to us in relation to CLEMSON service(s) you purchase.

2. VARIOUS SERVICES. Sections 1 through 20 apply to any and all CLEMSON services that you purchase, whether purchased separately or as a part of a complete solution or package bundle. The terms and conditions set forth in the Schedules of this Agreement apply only to customers who have purchased the CLEMSON services referenced in those Schedules. In the event of any inconsistency between the terms of Sections 1 through 30 and the terms of the Schedules, the terms of the Schedules shall control with regard to the applicable CLEMSON service.

3. ACCURATE INFORMATION. You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that CLEMSON (itself or through its third party service providers) is authorized, but not obligated, to use Coding Accuracy Support System (CASS) certified software and/or the National Change of Address program (and/or such other systems or programs as may be recognized by the United States Postal Service or other international postal authority for updating and/or standardizing address information) to change any address information associated with your account (e.g., registrant address, billing contact address, etc.), and you agree that CLEMSON may use and rely upon any such changed address information for all purposes in connection with your account (including other important account information) as though such changes had been made directly by you.

4. EXCLUSIVE REMEDY; TIME LIMITATION ON FILING ANY CLAIM. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY CLEMSON SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL CLEMSON, ITS LICENSORS AND CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM CLEMSON) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF CLEMSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CLEMSON and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store email messages; (7) loss or liability resulting from the development or interruption of your Website; (8) loss or liability from your inability to use email service, Website service or any component of the service; (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or re-registration fee; (10) loss or liability as a result of the application of our dispute policy; or (11) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in xml, xkms, or any other standard not under CLEMSON sole control. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

5. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF CLEMSON SERVICE(S) OR CLEMSON'S LICENSORS' SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. CLEMSON AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER CLEMSON NOR ITS LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES CLEMSON OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF CLEMSON SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. CLEMSON MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. CLEMSON IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

6. INDEMNITY. You agree to release, indemnify, defend and hold harmless Clemson University, and Clemson University's Board of Trustees and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the CLEMSON services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data

you supplied to CLEMSON, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of metatags or other elements in any website created for you or by you via the CLEMSON services, or (g) any information, material, or services available on your licensed Website . When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us. Such assurances may, without limitation, be in the form of a deposit of money by you to us or our representatives to cover our fees and expenses, including but not limited to reasonable attorneys' fees, in any such suit or threat of suit. Your failure to provide such assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the CLEMSON services, with counsel of our choice. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

7. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) neither your registration nor use of the any of the CLEMSON services nor the manner in which you intend to use such CLEMSON Services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, and (iv) you agree to comply with all applicable laws and regulations.

8. NOTICES AND ANNOUNCEMENTS. (a) Except as expressly provided otherwise herein, all notices to CLEMSON shall be in writing and delivered via overnight courier or certified mail, return receipt requested to Clemson University - Youth Learning Institute, Attention: Toby Kirkland, 698 Concord Church Rd., Pickens, South Carolina 29671. All notices to you shall be delivered to your mailing address or email address as provided in your account information (as updated by you pursuant to this Agreement) or to any email address associated with your registration(s) with CLEMSON. (b) You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, email or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial emails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

9. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

10. ENTIRE AGREEMENT. You agree that this Agreement, the rules and policies incorporated by reference in this Agreement are the entire, complete and exclusive agreement between you and CLEMSON regarding its services and supersede all prior or contemporaneous agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the services.

11. ASSIGNMENT AND RESALE. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the services (or portion thereof) without CLEMSON's prior express written consent.

12. GOVERNING LAW.

a. You and CLEMSON agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the State of South Carolina. You and we each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the appropriate Circuit Court of South Carolina, for any disputes between you and CLEMSON under, arising out of, or related in any way to this Agreement (whether or not such disputes also involve other parties in addition to you and CLEMSON).

b. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

13. INDEPENDENT PARTIES. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise. Except as otherwise expressly stated herein, we agree there shall be no third party beneficiaries to this Agreement.

14. WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of CLEMSON. The remedies of CLEMSON under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

15. FORCE MAJEURE. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction or authority over CLEMSON, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof reasonably promptly and, (ii) shall take all reasonable steps to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, CLEMSON may immediately terminate this Agreement.

16. HEADINGS. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

17. SURVIVAL. In the event this Agreement terminates as provided herein, each indemnity provided for herein shall survive such termination.

18. COUNTERPARTS. This Agreement may be executed via facsimile or email and in any number of current parts signature pages hereof with the same effect as if all parties to this Agreement had all signed the same document. All executed current parts shall be construed together and shall, together with the text of this Agreement, constitute one and the same Instrument.

I HAVE CAREFULLY READ THIS AGREEMENT AND THE SCHEDULES INCORPORATED HEREIN, AND I HAVE HAD SUFFICIENT TIME TO SEEK EXPLANATION OF THE PROVISIONS CONTAINED IN IT AND I FULLY AND COMPLETELY UNDERSTAND THE TERMS AND THEIR LEGAL EFFECT.

IN WITNESS WHEREOF, THE CUSTOMER HEREUNTO SETS ITS HAND AND SEAL:

Association of Public and Land-grant Universities (APLU)

By: Peter McPherson

Title: President, APLU

Date: _____   4/9/15

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SCHEDULE Z
TO
AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

SERVICES AND FEES

</div>

The Statement of Work (Official Proposal) is hereby incorporated by reference and is attached hereto as Attachment A.

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Budget Phase 1

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Line Item (by Category)	Funds
Development	
System Administration	$24,300
Data Architecture Review and Import	$17,200
System Development	$193,500
System Design	$14,500
Web Services Development (creation of data portal for USDA-NIFA)	$12,000
User Documentation (removed at client request - $9,000)	$0
Total Development	**$261,500**
Technology	
Testing Server	$1,000
Other Technology Needs (security setup, reference materials, etc.)	$2,500
Total Technology	**$3,500**
Travel	
Travel for meeting with Clients (removed at client request - 4,000)	$0
Prepayment	
Less the expected pre-payment (reference to Rutgers PO #2066719)	($20,000)

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TOTAL   **$245,000**

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Budget Phase 2

Line Item (by Category)	Funds
System Administration and Development	
Securely hosting all systems and data for NIMSS	
Maintaining and optimizing server and databases	
Creating reliable, regularly scheduled, back-up, consistent with university standards	
Working with NES staff to update areas of NIMSS or add additional functionality	
Making efficiency updates as needs and users grow	
Attending to system bugs	
Maintaining the system documentation as changes are made	
Design, test, and implement help desk system to address ongoing system maintenance and ensure effective communication between system administrator and administrators.	
Insure ongoing browser compatibility as new browser versions are released	
Total Development	**106000**
Technology	
Hosting ($1400/month)	$16,500
Server Administration ($500/month)	$6,000
Total Technology	**$22,500**
Travel	
Travel for meeting with Clients (removed at client request (3,500)	$0

TOTAL   **$128,500**

INITIALS: _/) L_____

CUSTOMER: APLU

DATE: _4/9/15_