Vendor: Baker Tilly
Contract Number: MHEC-RFP-04282024-C002
Primary Solution Area: Professional Services & Consulting
Contract Status: Active
Current Term: October 1, 2025 through September 30, 2028; Four-year renewal option
Lead Public Agency: Midwestern Higher Education Compact (MHEC)
Last Updated: May 2026

MHEC administers competitively solicited cooperative technology agreements that eligible organizations may use, subject to their own statutes, policies, procurement authority, and internal approval requirements.

Contract Highlights and Documentation: https://mhec.org/what-we-do/contracts/technology/baker-tilly-advisory-group-lp/ ERP advisory and modernization: readiness assessments, transformation planning, implementation support, and organizational change management.

MHEC Contact
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Administrative Notice
This cover page is provided for administrative convenience. It does not amend, modify, interpret, or supersede the executed master agreement, amendments, exhibits, attachments, pricing documents, solicitation documents, or other incorporated contract documents. Each participating organization is responsible for determining its own eligibility, procurement authority, scope fit, funding approval, legal requirements, and local ordering process. If this cover page conflicts with the executed master agreement documents, the executed master agreement documents control.

AMENDMENT #1
MASTER AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
BAKER TILLY ADVISORY GROUP, LP

This Amendment #1 (“Amendment”) to the Master Agreement, MHEC-RFP-04282024-C002 (“Agreement”), is entered into by the Parties to the Agreement to amend and modify the Agreement by and between the Midwestern Higher Education Commission (“MHEC”) and Baker Tilly Advisory Group, LP (“Baker Tilly” or “Provider”). MHEC and Provider may be referred to collectively as the “Parties” or individually as a “Party.”

WHEREAS, the Parties entered into the Master Agreement effective October 1, 2025; and

WHEREAS, the Parties now desire to amend the Agreement to reflect South Dakota’s withdrawal from the Midwestern Higher Education Compact.

Now, therefore:

1. **RECITAL AMENDMENT.** Effective July 1, 2026, the first recital of the Agreement is hereby deleted in its entirety and replaced with the following:

   “Whereas, the Midwestern Higher Education Commission (MHEC), a nonprofit 501(c)(3) entity and statutory governing body of the Midwestern Higher Education Compact which consists of eleven Midwestern states, has a proven history of leadership in cooperative procurement, delivering cost-effective, transparent, and accountable solutions to institutions across its member states; and”

2. **REGIONAL COMPACTS MEMBER STATES AMENDMENT.** Effective July 1, 2026, Section 3.A, MHEC Member States, of the Agreement is hereby deleted in its entirety and replaced with the following:

   “A. MHEC Member States: States that are members or affiliate members of the Midwestern Higher Education Compact. Current MHEC Member States are:

   Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, and Wisconsin.”

3. **SOUTH DAKOTA ELIGIBILITY.** Effective July 1, 2026, as a result of South Dakota’s withdrawal from the Midwestern Higher Education Compact, South Dakota shall no longer be considered a MHEC Member State for purposes of the Agreement, and entities located in South Dakota shall not be eligible to initiate new purchases, Orders, Statements of Work, participating addenda, cooperative usage arrangements, or other purchasing activity under the Agreement.

For avoidance of doubt, any purchase order, executed contract, Statement of Work, or other legally binding agreement fully executed by a South Dakota entity under the Agreement prior to July 1, 2026, may continue through the full term of the applicable agreement, unless otherwise terminated pursuant to the Agreement or the applicable ordering document.

South Dakota entities shall not be eligible to access the Agreement indirectly through resellers, affiliates, other higher education compacts, or third-party purchasing arrangements.

4. **NO OTHER CHANGES.** Except as expressly amended by this Amendment #1, the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms found elsewhere in the Agreement and this Amendment #1, this Amendment #1 shall control.

This Amendment #1 is hereby executed by the Parties' authorized representatives set forth below and shall be effective upon the later date of signatures hereto ("Effective Date").

Midwestern Higher Education Commission	**Baker Tilly Advisory Group, LP**
DocuSigned by: Susan Heegaard E12C8485BF0B4B5...	DocuSigned by: John Runte 6EC58D0DCE6B418...
Signature	Signature
Susan Heegaard	John Runte
Name	Name
President	Principal
Title	Title
June 25, 2026 | 2:03 PM PDT	June 25, 2026 | 4:10 PM CDT
Date	Date

MASTER AGREEMENT

BETWEEN

MIDWESTERN HIGHER EDUCATION COMMISSION

AND

BAKER TILLY ADVISORY GROUP, LP

EFFECTIVE OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2028

THIS MASTER AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, for the benefit of the eligible organizations located in compact member states, and Baker Tilly Advisory Group, LP, (hereafter "Baker Tilly" or "Provider") with corporate offices located at 205 N Michigan Ave, 28th Floor, Chicago, IL 60601. For purposes of this Master Agreement (hereafter "Agreement"), MHEC and Provider are referred to collectively as the "Parties" or individually as "Party."

Whereas, the Midwestern Higher Education Commission (MHEC), a nonprofit 501(c)(3) entity and statutory governing body of the Midwestern Higher Education Compact which consists of twelve Midwestern states, has a proven history of leadership in cooperative procurement, delivering cost-effective, transparent, and accountable solutions to institutions across its member states; and

Whereas, through strategic inter-regional agreements with the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE), MHEC extends the benefits of its Master Agreements nationwide, enabling collaboration, resource sharing, and cost efficiencies among a broad range of eligible organizations, including public and nonprofit higher education institutions, public and nonprofit K-12 educational institutions, state and local government entities across the participating compact regions; and

Whereas, the MHEC Next Generation Higher Education ERP System of Systems RFP (MHEC-RFP-04182024), dated April 18, 2024, was designed to procure scalable, innovative, and cost-effective Enterprise Resource Planning (ERP) solutions and services tailored to the diverse operational and strategic needs of higher education institutions; and

Whereas, the RFP aimed to identify ERP vendors, system integrators, consulting partners, and resellers capable of delivering end-to-end ERP solutions with a focus on scalability, innovation, and cost efficiency for public and non-profit higher education institutions, while also offering availability to other eligible organizations; and

Whereas, MHEC conducted a competitive sourcing event and upon the completion of the competitive process Baker Tilly Advisory Group, LP received an award; and

Whereas, this Agreement provides comprehensive access to ERP systems, cloud-based services, AI and data analytics platforms, and associated services enabling institutions to streamline administrative functions, enhance student services, and support evidence-based decision-making; and

Whereas, the agreement is the result of a competitive sourcing process consistent with local, state, and federal procurement laws, with the aim of ensuring fairness, transparency, and alignment with public procurement standards; and

Whereas, this agreement supports institutional goals of operational sustainability, student success, and compliance by providing access to future-ready ERP solutions and expert support; and

Whereas, MHEC agreements are grounded in rigorous oversight, regular reporting, and continuous improvement processes, offering decision-makers confidence in the reliability and value of this cooperative procurement effort; and

Whereas, institutions and other eligible organizations that leverage this Agreement gain the benefits of collective procurement, reduced administrative burden, and cost-effective solutions that are scalable to their unique needs; and

Whereas, this Agreement represents a strategic initiative to drive operational excellence and deliver measurable value to public and non-profit higher education institutions, as well as other eligible organizations nationwide; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, this Agreement defines the terms and conditions under which eligible organizations may procure ERP systems and associated services from the Provider. This Agreement is designed to promote collaboration, cost savings, and alignment with institutional goals and strategic objectives.

1. CONTRACT TERM

This Agreement shall become effective on October 1, 2025, and shall remain in effect until September 30, 2028 (the "Term Ending Date"), unless terminated earlier as provided herein. The Agreement may be renewed for up to four (4) additional years by mutual written agreement of the Parties. During the Agreement's term, Eligible Organizations may procure products and services from the Provider in accordance with the terms and conditions of the MHEC Master Agreement.

2. ELIGIBLE ORGANIZATIONS

This Master Agreement establishes the framework through which Eligible Organizations may procure solution offerings as defined in the Services section from Provider.

Eligible Organizations include:

1. Not-for-profit private and public institutions and systems of higher education (e.g., colleges, universities, community colleges, technical institutions, and similar entities);
2. Not-for-profit private and public K-12 schools and school districts;
3. City, county, other local governments and special districts, including those providing essential public services such as water, transportation, and public safety; and
4. State governments, including their agencies and departments.

Eligible Organizations are able to participate under this Agreement by virtue of their state's membership within a regional compact, as detailed in the Regional Compacts Member States section. These Regional Compacts operate under legislatively enacted agreements that establish their statutory authority to facilitate cooperative resource sharing and procurement among member states.

Participation requires no additional approval or membership beyond an Eligible Organization's presence in a Regional Compact Member State or territory. The Agreement adheres to public procurement principles, including transparency, competition, and fairness, consistent with applicable federal and state laws.

Additionally, Eligible Organizations must be located within the member states or territories of the following Regional Compacts, as detailed in the Regional Compacts Member States section:

A. Regional Compacts

1. The Midwestern Higher Education Compact (MHEC),
2. The New England Board of Higher Education (NEBHE),
3. The Southern Regional Education Board (SREB), and
4. The Western Interstate Commission for Higher Education (WICHE).

3. REGIONAL COMPACTS MEMBER STATES

The Regional Compacts are legislatively established interstate compacts with broad authority to contract for the benefit of their member states. These Regional Compacts serve as lead public agencies on behalf of their member states for the purpose of advancing resource sharing, cost efficiency, and public benefit among the member states. The statutory authority granted to these Regional Compacts enables participation by Eligible Organizations located in a Regional Compact Member State, while the Regional Compacts' adherence to public procurement principles, including transparency, competition, and fairness makes certain that participation in this Agreement is consistent with public procurement regulations and best practices.

The Regional Compacts Member States include the following states and territories, categorized by Compact:

A. **MHEC Member States**: States that are members or affiliate members of the Midwestern Higher Education Compact. Current MHEC Member States are:

   Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

B. **NEBHE Member States**: States that are members or affiliate members of the New England Board of Higher Education. Current NEBHE Member States are:

   Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont.

C. **SREB Member States**: States that are members or affiliate members of the Southern Regional Education Board. Current SREB Member States are:

   Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

D. **WICHE Member States**: States and territories that are members or affiliate members of the Western Interstate Commission for Higher Education. Current WICHE Member States are:

Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and U.S. Pacific Territories and Freely Associated States.

Participation in this Agreement is based solely on an Eligible Organization's presence within a Member State or territory of one of these Regional Compacts, with no further requirements for eligibility or access to leverage this Agreement.

4. DUE DILIGENCE

Notwithstanding MHEC's role in establishing this Agreement and any additional efforts undertaken by MHEC, the Eligible Organization acknowledges and agrees to the following:

A. The Eligible Organization is solely responsible for conducting its own due diligence with respect to this Agreement.
B. MHEC does not assume responsibility for, nor makes any representations or warranties regarding, the appropriateness or suitability of this Agreement for the Eligible Organization.
C. MHEC has made no legally binding representations regarding the Provider, or its Services. MHEC does not guarantee or warrant the performance, quality, or suitability of any Services provided by the Provider.
D. MHEC is not responsible for any actions or omissions by the Provider.

Issues of interpretation and eligibility for participation are governed exclusively by the procurement laws, statutory rules, and regulations applicable to the Eligible Organization. The Eligible Organization is solely responsible for ensuring it possesses the requisite authority to place orders under this Agreement.

5. QUANTITY GUARANTEE

This Master Agreement does not constitute a purchase order and does not guarantee that any purchases will be made by any Eligible Organization. MHEC is under no obligation to make affirmative efforts to facilitate or induce purchases under this Agreement. The quantity of Services that may be purchased is undetermined. Any estimated quantities provided, whether based on historical data or other means, are intended solely as a guide and shall not be considered a representation or commitment by MHEC or any Eligible Organization. This Agreement is non-exclusive. Both MHEC and Eligible Organizations retain the right to procure Services from other sources during the term of this Agreement.

6. ORDER OF PRECEDENT

In the event of any conflict between the terms and conditions of this Agreement and an Eligible Organization's state or institutional laws or regulations, the Eligible Organization and the Provider may enter into an addendum to amend the terms and conditions of the Agreement to ensure compliance with such laws and regulations.

Similarly, an Eligible Organization participating in this Agreement may enter into a separate supplemental agreement with the Provider to define additional service requirements beyond those outlined in the Agreement, such as invoice requirements, ordering procedures, or specialized delivery needs.

Any such addendum or supplemental agreement shall:

1. Be in writing;
2. Be signed by the authorized representatives of both the Eligible Organization and the Provider; and
3. Apply exclusively between the parties to the addendum or supplemental agreement.

In the event of a conflict among documents, the following order of precedence shall apply:

A. A mutually agreed upon Statement of Work (“SOW”), Service Level Agreement (“SLA”), MSA (as defined below), or other definitive services agreement entered into by Provider and the Procuring Eligible Organization;
B. An executed addendum, excluding Orders, between the Eligible Organization and the Provider;
C. License terms applicable to the software license or software service purchased under this Agreement;
D. The terms and conditions of this Agreement, including any MHEC-Provider addenda and its Exhibits; and
E. The list of Products and Services contained in the Order.

7. PROCURING ELIGIBLE ORGANIZATION

Refers to an Eligible Organization which desires to purchase under this Agreement and has executed an Order.

8. ORDER

Refers to an Eligible Organization’s purchase order or other ordering document evidencing its intent to procure Services from Provider pursuant to this Agreement.

9. MASTER SERVICES AGREEMENT (MSA)

Refers to a formal document, negotiated between Procuring Eligible Organization and Provider, that details terms and conditions under which Procuring Eligible Organization shall procure the Services from Provider. This document may be in the form of the MSA attached hereto as Exhibit B.1, or a similar type negotiated agreement. Where the terms of an MSA differ from this Agreement, the terms of the MSA shall apply. Procuring Eligible Organizations are encouraged to consult their legal counsel prior to executing this or any similar type agreement with the Provider.

10. STATEMENT OF WORK (SOW)

Refers to a formal document negotiated between a Procuring Eligible Organization and Provider. This document details the precise Services that the Provider will carry out. It encompasses comprehensive details such as the extent of the Services that will be included, the tangible outcomes to be provided, the established timeline for execution, along with supplementary Services, level of support, the corresponding financial charges, and any other terms and conditions agreed to by Procuring Eligible Organization and Provider. This description encompasses a thorough account of the scope of work, the tangible outcomes to be delivered, and the associated costs. A sample of a SOW is attached to this Agreement as Exhibit B.2. Where the terms of an SOW differ from this Agreement, the terms of the SOW shall apply.

11. SERVICES

Refers to the comprehensive range of Services offered by the Provider. These Services are made available for purchase by Eligible Organizations under the terms of this Agreement. The Provider retains the right to introduce modifications to their Services, provided that such changes remain aligned with the scope of the MHEC Next Generation Higher Education ERP System of Systems RFP (MHEC-RFP-04182024) award. Provider responded to the RFP with a Service offering that aligns with the strategic priorities outlined in the solicitation. Baker Tilly's proposal focused on providing independent, vendor-agnostic consulting and implementation services to assist institutions at various stages of the ERP lifecycle, including:

- **ERP Readiness Assessments –** Evaluating institutional preparedness, identifying gaps, and developing actionable strategies to ensure a smooth transition to a modern ERP system.
- **Strategic Planning and Roadmapping –** Guiding institutions through ERP modernization efforts with tailored roadmaps, aligning technology investments with institutional goals.
- **System Selection and Procurement Support –** Assisting institutions in defining functional and technical requirements, facilitating competitive vendor selection, and ensuring alignment with public procurement best practices.
- **Implementation Oversight and Quality Assurance –** Providing independent oversight (aka "project health check") during ERP implementations to mitigate risks, enhance vendor accountability, and ensure project success.
- **Change Management and Organizational Readiness –** Supporting institutions with stakeholder engagement, training programs, and strategies to manage resistance to change.
- **Business Process Optimization –** Analyzing and refining institutional processes to maximize efficiency including but not limited to leveraging ERP system capabilities effectively.
- **Cybersecurity and Risk Management –** Assessing security vulnerabilities, ensuring compliance with regulatory frameworks, and integrating cybersecurity best practices into ERP planning and implementation.
- **Data Governance and Privacy Compliance –** Establishing policies and frameworks to ensure data integrity, privacy protection, and adherence to state, federal, and industry regulations.
- **Post-Implementation Evaluation and Continuous Improvement –** Assessing system effectiveness, identifying optimization opportunities, and ensuring long-term ERP success.
- **Program and Project Management Office (PMO) Setup and Execution –** Establishing and supporting program governance structures to manage ERP and strategic plan execution across departments and institutions.

- **Knowledge Transfer and Internal Capacity Building –** Delivering tools, coaching, and training programs to ensure sustainable ERP operations and empower institutional teams for self-sufficiency.
- **Oracle Cloud ERP Implementation Services (Optional) –** For institutions selecting Oracle Cloud, the Provider offers direct implementation services leveraging its Oracle Cloud expertise, including HCM, ERP, EPM, and analytics. For institutions that are already live on Oracle Cloud, the Provider also offers assessments, optimizations, and post go live support services.
- **Strategic Enrollment Management and Marketing Assessments –** Evaluating brand differentiation strategies, and ensuring alignment of marketing and recruitment strategies, recruitment operations and pipelines, pricing/discounting strategies, and student personas to align CRM and ERP planning with enrollment goals. Work may also involve ensuring brand distinctiveness aligns to academic program availability and student support.
- **Academic Program Demand and Profitability Analysis –** Performing assessments of the existing academic program portfolio leveraging internal enrollment data as well as labor market and demographic data to assess current program demand. Additionally, assessing the program profitability via leveraging known revenue and expense to guide decisions on portfolio optimization, course scheduling and workload management, program continuity, and new program development.
- **One-Stop Student Services and Experience Design –** Redesigning student support models and service centers to enhance accessibility, efficiency, and alignment with ERP capabilities.
- **Managed Services and Strategic Retainer Support –** Offering optional post-implementation support, including extended go-live assistance or advisory retainers for system optimization and governance continuity.
- **Data Strategy Execution and Analytics Roadmapping –** Developing institutional analytics strategies by prioritizing data domains, defining capability models, and creating long-term roadmaps to support data-informed decision-making.

12. SERVICES LIST

Refers to the complete list of Services and the corresponding prices for those Services made available for purchase by Eligible Organization under this Agreement. The Services List contains a description of the work, roles, level and maximum hourly rates for each Services. For any custom Services that are not included on the Services List, the prices for such Services purchased under this Agreement will be mutually agreed upon by Provider and Procuring Eligible Organization and as set forth in the Order or an applicable SOW or negotiated agreement. The Services List is set forth as Exhibit A: Services List and may be modified from time to time, any changes must be within the scope of the Next Generation ERP Higher Education System of Systems MHEC-RFP-04182024 award, subject to review and approval by MHEC. Any revisions must maintain or improve the rate, discounts and benefits offered to Eligible Organizations.

Revised Services Lists must be submitted to MHEC at least 30 days in advance of implementation.

13. PAYMENT PROVISIONS

A. **Acceptance.**

A Procuring Eligible Organization shall determine whether all Services delivered meet the Provider's published specifications and any applicable contractual requirements. No payment shall be made for any Services until the Procuring Eligible Organization has accepted the Services in writing.

Unless otherwise agreed upon between the Procuring Eligible Organization and Provider, the Procuring Eligible Organization shall, within thirty (30) calendar days from the date of completion of Services, issue a written notice of acceptance, partial acceptance, or rejection of the Services. If the Procuring Eligible Organization fails to provide such notice within the specified timeframe and has not identified any deficiencies, the Services shall be deemed accepted.

If the Services are found to be non-conforming or deficient and provided that the Procuring Eligible Organization has notified Provider of such non-conformance or deficiency in the above thirty (30) calendar day period, the Provider shall, at its own expense, correct the deficiencies and resubmit the Services for acceptance within a mutually agreed-upon timeframe.

B. **Payment of Invoice**.

Invoices shall be submitted to the Procuring Eligible Organization in accordance with the invoicing requirements of the applicable Order or Statement of Work (SOW). Payments shall be remitted to Provider at the address shown on the invoice.

Payment shall be tendered to Provider within forty-five (45) calendar days from the date of the invoice unless a good faith dispute exists regarding any portion of the invoice. In the absence of a good faith dispute and after the forty-fifth (45) day from the date of the invoice, unless mutually agreed otherwise, interest shall be paid on the unpaid balance due to Provider at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by the applicable state laws of the Procuring Eligible Organization, whichever is greater, unless otherwise mutually agreed in writing.

The Procuring Eligible Organization shall make a good faith effort to process and remit payment within forty-five (45) calendar days after the invoice date.

C. **Dispute Notice.**

Procuring Eligible Organization shall make a good faith effort to notify Provider of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization.

Tender of a Dispute Notice does not relieve the Procuring Eligible Organization of its obligation to pay the undisputed portion of any invoice subject to a Dispute Notice. Any invoiced amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of the Provider shall be paid promptly upon resolution, with interest accruing from the original due date, in accordance with Section B. above.

D. **Payment of Taxes**.

The prices listed under this Agreement do not include applicable sales, use, excise, or similar taxes. The Procuring Eligible Organization shall reimburse the Provider for any and all taxes and/or duties assessed against or payable by the Provider in connection with the sale of Services, except for taxes imposed upon the Provider's net income. Unless the Procuring Eligible Organization provides proof of tax exemption, taxes will be additive to the contracted price.

14. REIMBURSEMENTS

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Provider in performance of an Order under this Agreement, may be reimbursed with prior written approval from Procuring Eligible Organization's authorized representative. Provided that Provider shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount then provided for in the current U. S. General Services Administration "GSA" Per Diem Rates or pursuant to Procuring Eligible Organization reimbursement policies.

15. WARRANTY

Provider warrants that all Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards and practices, and in accordance with the requirements of this Agreement, the applicable Statement of Work, and any other contractual agreement entered into by Provider and the Procuring Eligible Organization. Provider further warrants that personnel assigned to perform the Services shall possess the requisite skills, training, and experience necessary to carry out their duties competently. This warranty shall remain in effect for a period of thirty (30) days from the date of completion of the Services by the Provider. If the Services fail to conform to the warranty during this period, the Provider shall, at no additional cost, promptly re-perform the nonconforming Services or, if unable to do so, refund the corresponding fees. This section 14 is Provider's only warranty concerning the Services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, noninfringement or fitness for a particular purpose, or otherwise.

Provider does not warrant any third-party product (each, a "Product"). All Products are provided to Procuring Eligible Organization by Provider "AS IS." Provider will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Procuring Eligible Organization and MHEC, recognizing that Provider is not the manufacturer of any Product, expressly waives any claim that Procuring Eligible Organization or MHEC, as applicable, may have against Provider based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from Provider against any such Claim made against Procuring Eligible Organization or MHEC by another. Procuring Eligible Organization and MHEC acknowledge that no employee of Provider or any other party is authorized to make any representation or warranty on behalf of Provider that is not in this Agreement.

16. TERMINATION

This Agreement may be canceled by either the Provider or MHEC at any time without cause during its term upon ninety (90) days written notice to the other Party. The inability of the Provider to provide sufficient Products or Services at the expected service level and/or to perform Services on a timely basis may serve as grounds for an Order or contract termination. Deficient performance as demonstrated by slow response time, failure to adhere to safety practices and regulations, failure to pursue the work with diligence, poor productivity, inefficient work, and poor workmanship may, without limitation, constitute grounds for immediate termination of an Order under this Agreement by Procuring Eligible Organization or this Agreement by MHEC. MHEC and Eligible Organization also reserves the right to remove from participation in Services associated with this Agreement any Provider's employee and/or subcontractor whose conduct is deemed unsatisfactory by MHEC or Eligible Organization. Termination of this Agreement shall in no way limit the Parties' remedies at law and equity.

17. NON-APPROPRIATIONS

This provision applies only to publicly funded Eligible Organizations. Any resultant Order is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Procuring Eligible Organization may terminate its obligations if sufficient appropriations are not made by the governing entity to pay amounts due. In the event of non-appropriations, the Provider shall be notified in writing of such non-appropriation at the earliest opportunity.

18. INDEMNITY, GENERAL, AND INTELLECTUAL PROPERTY

The Provider shall indemnify, defend and save harmless MHEC and its respective officers, agents and employees from and against any and all third-party liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, bodily injury to or death of, any person whosoever, or loss of or damage to any real or tangible, personal property whatsoever, suffered or sustained as a result of Provider's negligence in the performance of the contract, except for that liability and loss arising from the acts or omissions of MHEC.

The Provider shall indemnify, defend and save harmless Eligible Organization and its respective officers, agents and employees from and against any and all third-party liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, bodily injury to or death of, any person whosoever, or loss of or damage to any real or tangible, personal property whatsoever, suffered or sustained as a result of Provider's negligence in the performance of the contract, except for that liability and loss arising from the acts or omissions of Eligible Organization.

With respect to any materials created by Provider and provided to MHEC or Procuring Eligible Organization as a deliverable pursuant to this Agreement or a Statement of Work, the Provider shall indemnify and defend MHEC and Eligible Organization and their respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the delivery and authorized use of such by Procuring Eligible Organization.

Notwithstanding the foregoing, MHEC and each Procuring Eligible Organization hereby release Provider, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify MHEC or any Procuring Eligible Organization against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) arising from the acts or omissions of MHEC or any Procuring Eligible Organization. Furthermore, because of the importance of the information that MHEC and Procuring Eligible Organization provides to Provider with respect to Supplier's ability to perform the Services, MHEC hereby releases Provider and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or directly relate to any information, including representations by management, provided by MHEC, the Procuring Eligible Organization, or their personnel or agents, that is not complete, accurate or current.

19. LIMITATION OF LIABILITY

The terms submitted by the Provider which serve to limit the liability of the Provider that are not in accordance with the Eligible Organizations state law are rejected and do not become a part of this Agreement. Any limitation of liability shall not apply to indemnification obligations under this Agreement or to damages resulting from personal injury or tangible property damage. The liability (including attorney's fees and all other costs) of Provider and its present or former partners, principals, agents or employees related to any claim for damages under this Agreement shall not exceed the fees paid to Provider for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Provider relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions, or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

20. BACKGROUND CHECKS

At the sole discretion of the Eligible Organizations, Provider may be requested to provide user background checks, depending on the information systems Provider accesses or types of data Eligible Organization provides. The form, process, requirements and all other aspects of the background checks shall be mutually agreed upon and set forth in an accompanying Statement of Work, entered between Provider and Procuring Eligible Organization. Provider will perform background investigations within the scope of the Providers current standard policies and practices for any Provider employees or subcontractors entering upon an Eligible Organization premise, where legally acceptable and culturally permissible.

21. INSURANCE

Provider, at its own expense, shall maintain appropriate levels of insurance as required by the Procuring Eligible Organization and if requested, certificates of insurance shall be delivered to Procuring Eligible Organization prior to commencement of any work. The insurance company shall be licensed in the applicable state in which work is being conducted or as otherwise required by the Procuring Eligible Organization. Provider shall give the Procuring Eligible Organization a minimum of thirty (30) days' notice prior to any material modifications or cancellation of policies. Unless otherwise agreed to between Eligible Organization and Provider, Provider will maintain the following insurance limits while performing any services under this Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the Eligible Organization's State and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) $1,000,000 for each accident for bodily injury by accident, (ii) $1,000,000 for bodily injury by disease, and (iii) $1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) $1,000,000 per occurrence for bodily injury and property damage, (d) Cyber Insurance: In the event Provider will host data, or provide for the hosting of data through a third-party entity, Provider shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than $5,000,000, and shall provide copies of certificates of insurance to Eligible Organization if requested.

Procuring Eligible Organization is responsible for managing compliance with the requirements of this section 21. and/or their institutional requirements, and may require additional coverage consistent with applicable law, regulation, or policy. Provider shall require all subcontractors performing any work to maintain coverage as specified.

22. CONFIDENTIALITY

As an instrumentality of state government, MHEC is subject to Public Record laws. As such, any provision that requires the terms of the contract, or specific information obtained during the term of the contract, to be kept confidential must be removed or modified to include "to the extent permitted by the law of relevant state." At a minimum, similar modifications may be required for public Eligible Organizations.

23. USE OF FEDERAL CONTRACTS OR GRANTS

Where Federal Contracts or Grants provide funding to Eligible Organizations, compliance with all applicable federal procurement standards, including 2 CFR § 200, is required. This includes but is not limited to certification and disclosures ensuring that Provider is not debarred, suspended, or proposed for debarment by the Federal Government. For purchases exceeding the simplified acquisition threshold, Provider must furnish this certification in writing as part of the procurement process. Eligible Organizations are responsible for retaining documentation to demonstrate compliance with federal requirements.

24. COMPLIANCE WITH APPLICABLE LAWS

A. Provider warrants that both in submission of its proposal and performance of this Agreement Provider shall comply with federal laws, rules and regulations applicable to Subcontractors of government contracts which are actually applicable to Provider and the Services performed hereunder, including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the government in such circumstances are incorporated into this Agreement by reference.

B. Provider warrants and agrees to abide by all applicable federal and state laws, regulations and Executive Orders pertaining to equal opportunity. In accordance with such laws, regulations, and executive orders, Provider agrees that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap. If Provider is found to be not in compliance with applicable federal or state requirements during the life of this Agreement, Provider agrees to take appropriate steps to correct these deficiencies.

C. Provider warrants that both in submission of its proposal and performance of this Agreement that Provider will comply with all applicable federal, state, and local laws, regulations, rules, and/or ordinances.

25. NON-DISCRIMINATION

Provider agrees to abide by all applicable federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders pertaining to equal employment opportunity, Provider and all its Subcontractors shall agree that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Provider shall comply with federal and state laws, rules, and regulations applicable to Subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United Sates Government in such circumstances are incorporated herein by reference.

26. FERPA AND OTHER PRIVACY LAWS

Where applicable to the scope of Services Provider is providing, and only to the extent directly applicable to Provider and its Services, Provider agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPA), the Gramm-Leach Bliley Act (GLBA) and all other applicable federal and state privacy laws to the extent applicable to any Service provided to Eligible Organizations. To the extent an Eligible Organization discloses any information to Provider subject to the aforementioned privacy laws, Eligible Organization agrees to advise Provider of the disclosure of such information; and Eligible Organization represents and warrants to Provider that it has obtained any required consents to disclose such information. In addition, to the extent that Provider becomes a Business Associate as defined in HIPAA, both Provider and Eligible Organization acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

27. ACCESSIBILITY

Provider agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Products and Services provided by Provider shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Organization resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.1 AA or higher (available at https://www.w3.org/WAI/intro/wcag.php). Provider also agrees to ensure accessibility across other digital formats, including mobile applications and digital documents, as applicable.

28. DATA OWNERSHIP

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Provider will use Eligible Organization's data only for the purpose of fulfilling its duties under this Agreement or an Order under this Agreement, and for Eligible Organization's sole benefit, and will not share such data with or disclose it to any third-party without the prior written consent of Eligible Organization or as otherwise required by law. The data sharing prohibitions and requirements in this section shall not apply to information which is (A) publicly known, (B) already known to Provider; (C) disclosed to Provider by a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed.

29. DEBARMENT AND SUSPENSION

Provider represents and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any government department or agency. If the Provider is unable to make this certification, it must provide MHEC and/or the Eligible Organization with a written explanation detailing the circumstances. Furthermore, Provider shall promptly notify MHEC if it becomes debarred or suspended at any point during the term of this Agreement.

30. RECORDS AND AUDIT

Provider shall retain and maintain all records and documents relating to payment and invoicing under this Agreement for six (6) years after final payment under an Order made by the Procuring Eligible Organization, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHEC, Eligible Organization, (including the procurement officer or designee), and appropriate governmental authorities with Eligible Organization's state at all reasonable times.

31. FORCE MAJEURE

Neither Provider nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party unable to perform shall undertake reasonable action to notify the other parties of the same.

32. EXPORT LAW

Provider and Eligible Organization acknowledges that any software, technical information, products, or other deliverables provided to Eligible Organization via this Agreement may be subject to the U.S. Export Administration Regulations. Provider and Eligible Organization agree to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

33. CONFLICT OF INTEREST

Provider warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. Provider agrees that if an organizational conflict of interest is discovered during the term of this Agreement, it will provide disclosure to MHEC that shall include a description of the action Provider has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by Provider, MHEC may, at its sole discretion, cancel this Agreement.

34. SUBCONTRACTORS

Provider shall have the right to use Subcontractors to provide the Services described in this Agreement. If Provider elects to use Subcontractors in the performance of custom professional Services under this Agreement, upon request, Provider will provide a list of such Subcontractors in the associated Statement of Work (SOW). Notwithstanding the foregoing, the use of such Subcontractors shall not release Provider from performing its obligations under this Agreement. Provider shall be liable for any damage or loss resulting from personal injury or damage to tangible property arising from the acts or omissions of its Subcontractor while performing services pursuant to this Agreement.

35. ASSIGNMENT

Neither Party will assign its rights or delegate its obligations under this Agreement, in whole or in part, without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation by that Party will be null, void and of no effect; provided, however, that either Party may upon written notice assign this Agreement to another successor company pursuant to a corporate merger or reorganization or the sale or transfer of all or substantially all of its stock or assets. This Agreement will be binding upon and inure to the benefit of Provider and MHEC and their successors and permitted assigns. Nothing in this Section 35. Assignment shall preclude Provider from employing a Subcontractor in carrying out its obligations under this Agreement. Provider use of such Subcontractors will not release Provider from its obligations under this Agreement.

36. MHEC NOT LIABLE FOR ELIGIBLE ORGANIZATION

MHEC is not liable to Provider for the failure of any Procuring Eligible Organization to make any payment or to perform otherwise fully pursuant to the terms and conditions of an Order and/or this Agreement. Provider, in its sole discretion, may discontinue selling Services to any Eligible Organization who fails to make payments or otherwise fully performs pursuant to the terms and conditions of this Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase under this Agreement. An Eligible Organization shall not be responsible or liable for any other Eligible Organization that executes its own Order under this Agreement.

37. INDEPENDENT CONTRACTORS

MHEC and Provider acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Provider and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Provider has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Though the Services may include Provider's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, the Eligible Organization or MHEC, as applicable.

38. VENDOR REPRESENTATIVE

Provider shall assign a senior level representative who shall be the primary MHEC contact for all matters related to all sales and marketing efforts of this Agreement.

39. NOTIFICATION

Between the Parties: Whenever under the terms of this Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile, email, or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

To MHEC:	**To Baker Tilly:**
105 Fifth Avenue South	205 N Michigan Ave
Suite 450	28th Floor
Minneapolis, Minnesota 55401	Chicago, IL 60601
Attn: Nathan Sorensen, Senior Director of Government Contracts Email: nathans@mhec.org Phone: 612-677-2767	Attn: John Runte Email: john.runte@bakertilly.com Phone: 414-777-5371 Attn: Todd Wilkerson Email: todd.wilkerson@bakertilly.com Phone: 312-729-8137
Fax: 612-767-3353	Fax: 207-774-2375

Changes to the above information will be given to the other Party in a timely fashion.

Between Eligible Organization: Notices shall be sent to Eligible Organization's business address. The term "business address" shall mean the "Bill to" address set forth in an invoice to Eligible Organization.

40. MARKETING

Provider will reasonably assist MHEC in the development and implementation of appropriate marketing strategies including seminars, printed material, and a full service, online MHEC-specific website to receive information on the Services. Mutual review and evaluation of the marketing plans will be done, at a minimum, during annual reviews. The Provider should exhibit the willingness to develop marketing materials and participate in opportunities that are available. MHEC will obtain Provider's prior written approval before publishing or otherwise marketing any materials, that directly reference Provider or its Services, except where such references are part of MHEC's standard program communications. These standard communications may include postings on MHEC's public website, outreach to Eligible Organizations, and materials shared with MHEC's governing or advisory bodies. In such cases, MHEC will make reasonable efforts to ensure the accuracy of information and provide advance notice when feasible.

41. ANNOUNCEMENTS AND PUBLICITY

No Provider providing services to MHEC, or to the Eligible Organizations, shall appropriate or make use of the name or other identifying marks or property of MHEC or Eligible Organization in its advertising or marketing without the prior written consent of MHEC or Eligible Organization. Neither MHEC nor any of the Eligible Organizations shall appropriate or make use of the name or other identifying marks or property of Provider in its advertising or marketing without the prior written consent of Provider.

42. OVERSIGHT COMMITTEE

An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and provider in developing and refining the implementation of this Agreement in the Regional Compact Member States. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise Provider on the effectiveness of its implementation progression. Unless otherwise specified by MHEC, there will be an annual meeting between successful Provider and MHEC and members of the oversight committee to perform a business review. In addition, Provider must attend on-site meetings on an ad hoc basis if requested by MHEC to address contract performance issues.

43. CONTRACT ADMINISTRATION FEE (CAF)

MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration, and marketing of this Agreement. Provider shall include a Contract Administrative Fee (CAF) of one-and-one half percent (1.5%) of the total net sales for the corresponding three month quarter period. The CAF shall not reduce the discount or rebates offered to the Eligible Organizations. The Provider will be responsible for submitting the CAF with the Quarterly Report.

44. QUARTERLY REPORT

Provider must submit business activity reports each quarter. The Quarterly Report must include, at the minimum, the following information:

- Quarter number and year
- MHEC contract number
- Vendor name
- Name, phone number and email address of person who may be contacted for questions about the report
- Customer Name
- Customer Type (Higher Education, K-12, Government (state agencies, cities, counties, local subdivisions))
- Address
- City
- State
- Zip Code
- Purchase Order Number
- Product Description
- Date Shipped or Delivered to End User
- Quantity
- List Price
- Sale Price
- Administration Fee
- % Discount
- $ Savings
- Reseller (if applicable)

Quarterly Reports and Contract Administration Fees shall be submitted by the end of the preceding month after the end of March, June, September, and December of each calendar year.

Calendar Quarter 1	(January 1 March 31)	Due April 30
Calendar Quarter 2	(April 1 to June 30)	Due July 31
Calendar Quarter 3	(July 1 to September 30)	Due October 31
Calendar Quarter 4	(October 1 to December 31)	Due January 31

45. ENFORCEMENT OF AGREEMENT

A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

46. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

47. GOVERNING LAW

As between MHEC and Provider, this Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota; and venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

MHEC AND PROVIDER HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER. FOR PURPOSES OF CLARIFICATION THIS PARAGRAPH APPLIES ONLY BETWEEN MHEC AND PROVIDER AND DOES NOT APPLY TO ANY JUDCIAL PROCEEDING BETWEEN ELIGIBLE ORGANZATION AND PROVIDER OR ELIGIBLE ORGANIZATION, MHEC AND PROVIDER.

As between Eligible Organization and Provider, this Agreement or any Order placed under this Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

As between Eligible Organization, MHEC, and Provider, this Agreement or any Order placed under this Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

48. SOVEREIGN IMMUNITY

Notwithstanding anything to the contrary in this Agreement or Order under this Agreement, this Agreement shall not be construed to deprive an Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by Eligible Organizations' state laws applicable to Eligible Organization.

49. SURVIVAL

Certain paragraphs of this Agreement, including but not limited to those concerning order of precedence, indemnification, limitation of liability, confidentiality, and data ownership, shall survive the expiration or termination of this Agreement. Software license, warranty and service agreements, and non-disclosure agreements entered into under the terms and conditions of this Agreement shall likewise survive the expiration or termination of this Agreement.

Any Order, Statement of Work, or other binding agreement issued pursuant to this Agreement prior to its expiration or termination shall remain in full force and effect for the duration specified in such Order or Statement of Work. Unless such Orders or Statements of Work state otherwise, the terms and conditions of this Agreement shall continue to govern such Orders or Statements of Work until their respective completion, expiration, or termination.

50. AMENDMENTS

Except as provided in Section 6 Order of Precedent; this Agreement shall only be amended by the written instrument executed by the Parties.

51. SCOPE OF AGREEMENT

This Agreement supersedes all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

52. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

53. DATA PRIVACY AND SECURITY

To the extent the Services require Provider to receive personal data or personal information from MHEC or an Eligible Organization, Provider may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Provider's and subcontractor's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of MHEC or the Eligible Organization, such as Provider's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Provider or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Provider is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to MHEC or Eligible Organization personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of MHEC or an Eligible Organization, as applicable, Provider shall, unless otherwise permitted by applicable privacy law, (a) follow MHEC's or the Eligible Organization's instructions; (b) not sell personal data or personal information collected from MHEC or the Eligible

Organization or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to MHEC or the Eligible Organization's engagement and not for Provider's own commercial purposes; and (d) cooperate with and provide reasonable assistance to MHEC or the Eligible Organization to ensure compliance with applicable privacy laws. MHEC or the Eligible Organization, as applicable, is responsible for notifying Provider of any applicable privacy laws the personal data or personal information provided to Provider is subject to, and MHEC and Eligible Organization represent and warrant they have all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Provider to process such information in connection with the Services described herein. MHEC and Eligible Organization further understand Baker Tilly US, LLP and Baker Tilly Advisory Group, LP may co-process MHEC and Eligible Organization data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Provider is responsible for notifying MHEC and/or Eligible Organization if Provider becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit MHEC and/or Eligible Organization to take reasonable and appropriate steps to remediate personal data or personal information processing. MHEC and Eligible Organization agree that Provider has the right to utilize MHEC and Eligible Organization data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by MHEC and Eligible Organization to be used for Provider business purposes and with the outputs owned by Provider. For clarity, Provider will only disclose aggregated/de-identified data in a form that does not identify MHEC or Eligible Organization, MHEC's or Eligible Organization's employees, or any other individual or business entity and that is stripped of all persistent identifiers. MHEC and Eligible Organization are not responsible for Provider's use of aggregated/de-identified data.

(b) Provider has established information security related operational requirements that support the achievement of Provider's information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Provider's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define Provider's approach to how systems and data are protected. MHEC and Eligible Organization are responsible for providing timely written notification to Provider of any additions, changes or removals of access for MHEC or Eligible Organization personnel to Provider provided systems or applications. If MHEC or Eligible Organization becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, MHEC or Eligible Organization should timely notify Provider via email at dataprotectionofficer@bakertilly.com.

54. MISCELLANEOUS

All Parties to this Agreement may retain a reproduction of this Agreement in electronic form (e.g., PDF, scanned image, or digital facsimile), and such electronic version shall be deemed an original and admissible in any proceeding to enforce the terms of this Agreement. The execution of this Agreement by electronic means, including DocuSign or other trusted digital signature platforms, shall be deemed valid and binding as if originally signed in ink.

The Provider must execute this Master Agreement with MHEC prior to accepting or fulfilling any Order issued by a Procuring Eligible Organization. Except as otherwise provided herein, any amendments or modifications to this Agreement must be in writing and signed by both Parties. Any additional terms contained in a Procuring Eligible Organization's ordering documents shall be of no force or effect unless expressly agreed to by Provider and the Procuring Eligible Organization in writing.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

The Parties, through their authorized representatives executing this Agreement, affirm that they have the authority to enter into this Agreement and agree to be bound by its terms.

	Midwestern Higher Education Commission	**Baker Tilly Advisory Group, LP**
Signature:	DocuSigned by: Susan Heegaard F12C8485BF0B4B5...	DocuSigned by: John Runte 6EC58D0DCE6B418...
Name:	**Susan Heegaard**	John Runte
Title:	**President**	Principal
Address:	**105 Fifth Avenue South Suite 450**	790 N Water Street, Suite 2000
	Minneapolis, Minnesota, 554401	Milwaukee, WI 53202
Date:	September 22, 2025 | 3:56 PM PDT	September 12, 2025 | 3:49 PM CDT