Vendor: Deloitte
Contract Number: MHEC-RFP-04282024-C003
Primary Solution Area: Enterprise Resource Planning (ERP) System Integration and Consulting Services
Contract Status: Active
Current Term: September 15, 2026 through September 30, 2029; Four-year renewal option
Lead Public Agency: Midwestern Higher Education Compact (MHEC)
Last Updated: September 18, 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/deloitte/

The master agreement makes Deloitte's ERP readiness and strategic planning, full-lifecycle implementation, system integration, change management and training, data migration and cybersecurity support, application managed services, and post-implementation optimization services available to eligible organizations.

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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.

MASTER AGREEMENT

BETWEEN

MIDWESTERN HIGHER EDUCATION COMMISSION

AND

DELOITTE

EFFECTIVE SEPTEMBER 15, 2026, THROUGH SEPTEMBER 30, 2029

THIS MASTER AGREEMENT, and amendments and supplements thereto (the “Agreement”) , 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 Deloitte Consulting LLP, (hereafter “Deloitte” or "Provider") with offices located at 50 South Sixth Street, Suite 2800, Minneapolis, MN 55402. 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)** 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 higher education institutions, while also offering availability to other eligible organizations; 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 conducted in compliance with local, state, and federal procurement laws, 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 nonprofit 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 September 15, 2026, and shall remain in effect until September 30, 2029, (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, 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”) or Service Level Agreement (“SLA”);
B. License terms applicable to the software license or software service purchased under this Agreement;
C. An executed addendum, excluding Orders, between the Eligible Organization and the Provider;
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. STATEMENT OF WORK (SOW)

Refers to a formal document 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.

10. SERVICES

Services refer to the full suite of offerings provided by Provider and made available for purchase by Eligible Organizations under the terms of this Agreement. Provider may update or enhance its Services over time, provided such modifications remain consistent with the scope and intent of the MHEC Next Generation Higher Education ERP System of Systems RFP (MHEC-RFP-04182024) award.

Provider response to the RFP reflects a comprehensive service portfolio aligned with the strategic priorities of MHEC and its Member States. The Services are designed to support institutions at all stages of the ERP lifecycle—from early-stage planning through implementation, post-go-live optimization, and long-term transformation. Key service categories include:

ERP Readiness and Strategic Planning

- **ERP Readiness Assessment** – Evaluating institutional preparedness, data integrity, organizational capability, and risk factors in anticipation of a cloud ERP transformation.
- **Strategic Planning and Roadmapping –** Creating actionable, scalable roadmaps aligned with institutional priorities, utilizing Deloitte's proprietary Momentum methodology.
- **Pre-Implementation Planning –** Supporting project governance, program design, resource alignment, and stakeholder mobilization prior to implementation.

ERP Implementation Services

- **Full Lifecycle Implementation Services –** Delivering end-to-end services for SaaS ERP deployments across finance, human capital management (HCM), payroll, and student information systems.
- **Configuration and Integration Support** – Designing and implementing integrations with third-party platforms (e.g., LMS, CRM, ESM, payment gateways) using API and file-based methods.
- **Custom Application Development –** Leveraging platforms such as Workday Extend to deliver institution-specific functionality that enhances native ERP capabilities.

Change Management and User Engagement

- **Change Management and Communications** – Facilitating stakeholder engagement, organizational alignment, and adoption readiness through structured methodologies such as Deloitte's ChangeScout platform.
- **Training and User Adoption** – Delivering inclusive training programs supported by in-application guidance tools (e.g., Navigator) and validated through user testing and feedback mechanisms.

Data and Cybersecurity Services

- **Data Migration and Conversion –** Executing automated and iterative data validation, cleansing, and migration activities to support accurate and efficient system transition.
- **Cybersecurity and Compliance Support –** Providing advisory services on administrative, technical, and physical controls to protect data in compliance with FERPA, GLBA, NIST, and other relevant frameworks.
- **Confidential Information Management Program (CIMP)** – Implementing formalized safeguards and governance protocols to manage sensitive data throughout the project lifecycle.

Post-Implementation and Optimization

- **Hypercare and Knowledge Transfer –** Offering structured post-go-live support, followed by knowledge transfer and transition to a client-owned sustainment model.

- **Application Managed Services (AMS)** – Providing end-to-end, proactive management and optimization of business-critical applications through a global support network to promote reliability, cost efficiency, and continuous improvement.
- **Continuous Optimization** – Conducting post-implementation assessments to identify opportunities for enhancement, improved system utilization, and ROI realization.
- **Innovation Enablement** – Advising on the adoption of emerging technologies such as artificial intelligence (AI), robotic process automation (RPA), and predictive analytics to future-proof institutional operations.

11. SERVICES LIST

The Services List refers to the complete catalog of Services and associated pricing available for purchase by Eligible Organizations under this Agreement. It outlines the scope of work, defined roles, labor categories, and corresponding maximum hourly rates for each Service offering.

For any custom or project-specific Services not included in the standard Services List, pricing will be mutually determined and documented in the Procuring Eligible Organization's Order, Statement of Work (SOW), or other negotiated agreement. All such custom pricing arrangements must remain consistent with the scope and intent of the MHEC Next Generation Higher Education ERP System of Systems RFP (MHEC-RFP-04182024) award.

The Services List is attached as **Exhibit A: Services List** and may be updated periodically by Deloitte, subject to review and approval by MHEC. Any updates must preserve or enhance the value, rates, and benefits available to Eligible Organizations.

12. 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 ten (10) 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, 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 or as otherwise required in the Order or SOW 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. Provider shall have the right to suspend the delivery of Services to the Eligible Organization upon five (5) days prior written notice if payment is not received as required this paragraph or the Order or SOW.

The Procuring Eligible Organization shall make a good faith effort to process and remit payment within forty-five (45) calendar days or such other timeframe required by the Order or SOW 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.

13. 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.

14. 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. 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 ninety (90) days from the date of final Acceptance of the Services by the Procuring Eligible Organization. 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.

15. TERMINATION

This Agreement may be terminated by either the Provider or MHEC at any time for convenience during its term upon ninety (90) days written notice to the other Party. This Agreement may be terminated for material breach by either the Provider or MHEC upon thirty (30) days written notice to the breaching Party, if such breach is not cured during such 30-day period. An Order or SOW may be terminated for material breach by either the Provider or Procuring Eligible Organization upon thirty (30) days written notice to the breaching Party, if such breach is not cured during such 30-day period. A good-faith dispute regarding invoiced amounts shall not constitute material breach provided the undisputed portion is timely paid. The inability of the Provider to provide sufficient Services at the expected service level and/or to perform Services on a timely basis may serve as grounds for termination of an Order or this Agreement for material breach. 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 termination for material breach 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. Upon termination of this Agreement or an Order or SOW, Provider shall be entitled to payment from the Eligible Organization for Services rendered in accordance with the Order or SOW through the effective date of termination.

16. 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.

17. 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 liabilities and losses whatsoever, including without limitation, reasonable costs and expenses attributable to claims of third parties for bodily injury to or death of, any person whosoever, or loss of or physical damage to any real or tangible personal property, to the extent caused by the negligence or intentional misconduct of Provider or its subcontractors in the performance of the Agreement, 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 liabilities and losses whatsoever, including without limitation, reasonable costs and expenses attributable to claims of third parties for bodily injury to or death of, any person whosoever, or loss of or physical damage to any real or tangible personal property, to the extent caused by the negligence or intentional misconduct of Provider or its subcontractors in the performance of the Agreement, except for that liability and loss arising from the acts or omissions of Eligible Organization.

With respect to anything provided to MHEC or Procuring Eligible Organization by the Provider pursuant to this Agreement, the Provider shall indemnify and defend MHEC and Eligible Organization and their respective officers, agents and employees against liability, including costs and reasonable attorney's fees for infringement by a Provider deliverable of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by Procuring Eligible Organization, except to the extent that such infringement or unauthorized use arises from (i) modification of the deliverable other than by Provider or its subcontractors, or use thereof in a manner not contemplated by the applicable Order or SOW, (ii) the failure of the indemnified party to use any corrections or modifications made available by Provider, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of the deliverable in combination with any platform, product, network or data not provided by Provider where such infringement would not have occurred but for such combination. If the Procuring Eligible Organization's use of any such deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Provider, at its option and expense, shall have the right to (x) procure for the Procuring Eligible Organization the continued use of such deliverable, (y) replace such deliverable with a non-infringing deliverable, or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Provider, the replacement or modified deliverable is capable of performing substantially the same function. In the event Provider cannot reasonably procure, replace or modify such deliverable in accordance with the immediately preceding sentence, Provider may require the Procuring Eligible Organization to cease use of such deliverable and refund the professional fees paid to Provider with respect to the Services giving rise to such deliverable.

Provider shall indemnify and defend MHEC and Eligible Organizations from third-party claims arising from claims by individuals whose unsecured personally identifiable information was impermissibly accessed, used or disclosed, to the extent caused by Provider's breach of confidentiality or data security obligations under this Agreement, and Provider's indemnification obligations in this paragraph shall be limited to: (i) reimbursement for costs related to provision of notice to affected individuals; (ii) reimbursement for the cost of the provision of one year of identity theft protection services for affected individuals; and (iii) reimbursement of finally assessed regulatory response costs directly and proximately arising from such breach.

18. 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 to the extent that they conflict with such state law. Each party to an Order or an SOW, its affiliates and subcontractors, and their respective personnel shall not be liable to the other party for any claims, liabilities, or expenses relating to or in connection with this Agreement or such Order or SOW ("Claims") for an aggregate amount in excess of the fees paid by the Procuring Eligible Organization to Provider under such Order or SOW, except (i) to the extent resulting from their recklessness, bad faith or intentional misconduct, or (ii) for payment for fees and expenses due under such Order or SOW. In no event shall a party to an Order or SOW, its affiliates or subcontractors, or their respective personnel be liable to the other party for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense, relating to or in connection with this Agreement or such SOW. Any limitation of liability shall not apply: (i) to express indemnification obligations under this Agreement, except that with respect to Provider's indemnification obligations under Section 17, Paragraph 4 above, Provider's liability arising thereunder shall be limited to two million five hundred thousand dollars ($2,500,000); or (ii) to damages resulting from physical personal injury or tangible property damage. In circumstances where any limitations or exculpations set forth herein are unavailable, the aggregate liability of a party to an Order or SOW, its affiliates and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

19. 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. Provider then must submit the required background check information to Eligible Organization in a timely manner. 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.

20. 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 or legally eligible 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 modifications or cancellation of policies, unless replacement coverage meeting the terms and conditions hereunder is obtained without lapse. Provided prior to any lapse of coverage, the Provider gives Procuring Eligible Organization notice of the replacement coverage. 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, which may be included within a professional liability coverage form, or equivalent insurance product(s), with minimum liability limits of not less than $5,000,000 per claim for wrongful acts and first party limits of not less than $1,000,000 on a shared limit basis, that will provide, without cost to the Provider or Eligible Organization, a prompt response in the event of a data breach, including meeting all notification obligations of Provider and Eligible Organization and in the event the data breach involves personal information, available free credit monitoring for any affected individual for a minimum period of one year 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 20. 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.

21. CONFIDENTIALITY

To the extent that, in connection with this Agreement or any Order or SOW, either Provider, MHEC or a Procuring Eligible Organization (each, the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information (i) as expressly set forth in the applicable Order or SOW; (ii) to contractors providing administrative, infrastructure and other support services to the receiving party and subcontractors providing services in connection with an Order or SOW, in each case, whether located within or outside of the United States, provided that they have agreed to be bound by confidentiality obligations similar to those in this sub-Section; (iii) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining to this Agreement or an Order or SOW; or (iv) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (C) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. For proposes of (i) and (ii) above the receiving party and any contractors and subcontractors shall only use the confidential information for the purposes of fulfilling their duties under this Agreement or an Order under this Agreement. As an instrumentality of state government, MHEC is subject to Public Record laws. As such, any provision that requires the terms of the Agreement, or specific information obtained during the term of the Agreement, 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.

22. FEDERAL FUNDING COMPLIANCE

To the extent Services under an Order or SOW are funded in whole or in part by federal grants or contracts and to the extent required by such Order or SOW, Provider shall comply with applicable federal procurement standards, including 2 CFR Part 200, and shall provide certifications required by applicable federal law, including debarment and suspension certifications, upon request. Eligible Organizations remain responsible for identifying federal funding applicability in the applicable Order or SOW and retaining documentation required for audit purposes.

23. 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 it in its performance of the Services, which may include 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 applicable federal or state law for government contractors shall be deemed incorporated into this Agreement to the extent expressly set forth in the Eligible Organization-specific addendum, Order or SOW.

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

24. NON-DISCRIMINATION

Provider agrees to abide by all federal and state laws, regulations, and executive orders pertaining to equal employment opportunity which are applicable to it in its performance of the Services. In accordance with such laws, regulations, and executive orders pertaining to equal employment opportunity, Provider and all its subcontractors shall agree that they do not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Contract clauses required by federal or state law for government contractors shall be deemed incorporated by reference into this Agreement to the extent expressly set forth in the Eligible Organization-specific addendum, Order or SOW.

25. 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.

26. 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), if required by the applicable Order or SOW. Provider also agrees to ensure accessibility across other digital formats, including mobile applications and digital documents, as applicable, if required by the applicable Order or SOW.

27. 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. Notwithstanding anything in this Agreement, an Eligible Organization-specific addendum, Order, or SOW to the contrary, Provider or its licensors retain all rights in and to all Provider Pre-existing IP. As used herein "Provider Pre-existing IP" means works of authorship, materials information or other intellection property created prior to or independently of the performance of the Services, or created by Provider or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon.

For the avoidance of doubt, Provider Pre-existing IP shall not include Eligible Organization data or any portion thereof. Nothing in this Agreement grants Provider any ownership rights in Eligible Organization data, nor any right to use Eligible Organization data for purposes other than performing Services under the applicable Order or SOW.

Provider shall not use Eligible Organization data for artificial intelligence model training or development of generalized commercial products unrelated to the performance of Services under the applicable Order or SOW without the Eligible Organization's prior written consent. Any tools, methodologies, accelerators, or derivative works developed by Provider in connection with the Services shall not incorporate Eligible Organization data in a manner that permits reconstruction, re-identification, or independent commercial exploitation of such data.

28. 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.

29. RECORDS AND AUDIT

Provider shall retain and maintain all records and documents relating to payment of invoices under this Agreement or an Order or SOW for six (6) years after final payment under an Order made by the Procuring Eligible Organization, 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.

30. 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.

31. EXPORT LAW

Provider shall comply with all applicable United States export control and sanctions laws in connection with its performance of the Services under this Agreement.

32. 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 such 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, terminate this Agreement for material breach.

33. 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 to the Procuring Eligible Organization. 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. Provider shall remain fully responsible for the acts and omissions of its subcontractors in the performance of the Services, including compliance with all confidentiality, data protection, security, indemnification, and insurance obligations under this Agreement. Provider shall ensure that each subcontractor is bound by written obligations that are no less protective than those set forth herein.

34. 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 34. 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.

35. 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.

36. 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.

37. 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.

38. 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 Deloitte:**
105 Fifth Avenue South	30 Rockefeller Plaza
Suite 450	41st Floor
Minneapolis, Minnesota 55401	New York, New York 10112-0015
Attn: Nathan Sorensen, Senior Director of Government Contracts Email: nathans@mhec.org Phone: 612-677-2767	Attn: Ted Simpson Email: tedsimpson@deloitte.com Phone: 202-230-7071
Fax: 612-767-3353	Fax:

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.

39. MARKETING

Provider will 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, and prices, and to place orders. 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.

40. 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.

41. 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.

42. 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.

43. 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

44. 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.

45. 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.

46. 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.

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.

47. 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.

48. 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. The terms and conditions of this Agreement shall continue to govern such Orders or Statements of Work until their respective completion, expiration, or termination.

49. AMENDMENTS

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

50. SCOPE OF AGREEMENT

This Agreement incorporates 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.

51. 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.

52. 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.

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	**Deloitte Consulting LLP**
Signature:	Signed by: Susan Heegaard F12C8485BF0B4B5...	Signed by: Ted Montemayor 38E3B7BCBDE0419...
Name:	**Susan Heegaard**	**Ted Montemayor**
Title:	**President**	**Managing Director**
Address:	**105 Fifth Avenue South Suite 450**	**2200 Ross Ave, Ste 1600**
	Minneapolis, Minnesota, 554401	**Dallas, TX 75201**
Date:	September 17, 2026 | 10:15 AM PDT	September 16, 2026 | 9:24 AM CDT