

SLOAC Steering Committee Agenda October 6, 2008, 2-4, Room 6202

Present: (Canada) Ray Lapuz, Rita Sabbadini, (CSM) Jeremy Ball, Sandra Comerford, Ada Delaplaine, (District) Marilyn McBride, (Skyline) Steve Aurelio, Luciana Castro, Jan Fosberg, Tom Hewitt, Rob Johnstone, Nick Kapp, Lucia Lachmayr, Sue Lorenzo, Vicki Morrow, Jude Navari, Vanson Nguyen, Maria Norris, Virginia Padron, Regina Pelayo, Felix Perez, Christine Roumbanis, Regina Stanback-Stroud, Arthur Takayama, Phyllis Taylor, Ariel Vigo, Karen Wong

- I. WEAVEonline Demonstration by Deb Leeper, Regional Director, Assessment Management, dleeper@weaveonline.com, Phone: 804-864-3679
 - A. Designed by Virginia Commonwealth; everyone currently working for WeaveOnline came out of higher education and were WeaveOnline administrators at their respective colleges, including Deb.
 - B. Used by universities and community colleges, including California's Antelope Valley and SDCCD Continuing Ed
 - C. Functions
 1. curriculum mapping—how course contribute to program and institutional outcomes
 2. tracking of accomplishments over time
 3. accounting for needed resources
 4. standardized formats for reporting and common language
 5. locating of incomplete information
 6. reports for accreditation and reporting
 7. access to information at any level though we can determine to what degree, and use of existing IDs to access information (but cannot download student IDs as a means to enter data)
 - D. Course level
 1. can store course outlines of record, the assessment instruments, and even audio and visual files
 2. each course level outcome is limited to program and institutional outcomes, as well as master plans
 3. can download all assessment reports for a given institutional outcome to assess its relative success
 - E. Who enters the information?
 1. Whomever you designate (individual faculty member, a chair, a work-study student...)

F. Assessment Tools/ Measures and Findings

1. Bullet points of types of assessments that faculty/staff can simply check off
2. Functions:
 - a. Can align the assessments with the SLOs
 - b. Can set benchmarks,
 - c. Can identify whether the students met it, partially met it, or didn't meet it
 - d. Can write your own narrative analysis of the assessment results
 - e. Can connect resultant analysis with a planning worksheet (status of plan, target date, priority, who's responsible, budget requests, etc.)

G. Action Plans

1. Notes from meetings to keep track of them
2. Reports-- Analysis questions, which we need to come up with but could come from our existing program review questions, can be used to think about what faculty and staff learned from the assessment; the report, which can be stored on the server, could be used for program review
3. Program Review
 - a. Cannot connect the existing forms to WeaveOnline such that faculty and staff can populate the existing fields
 - b. Even though the three sister colleges have their own program review processes and timelines, loading on their program reviews won't be a problem since WeaveOnline staff prefer that the database be set up according to each college's processes (though they can set it up at the District level if we prefer)

H. Management Report—see how each department is progressing

I. Start-Up Time

1. Recommends that each college have two “supporters” per school.
2. If they've done their homework ahead of time, they should be able to accomplish a lot in a 90 minute training session.
3. License to implementation depends on us— we can get it up and rolling in as short as two weeks
4. Labor intensive on the front end, as we load in some of our processes, train people, and get buy-in
5. WeaveOnline's intent is to facilitate whatever processes we already have, so over time we should be working more efficiently

J. Cost (See below for the actual Skyline proposal sent by Deb after the demo; she also can generate a proposal for the other colleges if they request one.)

1. Annual subscription to host and house the data that is based on IPED enrollment
2. Estimate-- \$15,200 for Skyline, \$16,000 for CSM, \$14,400 for Canada

3. If we enroll by Dec. 31, we can get a 5% discount if two colleges enroll, 10% if all three enroll
4. Cost covers the software, server maintenance, unlimited training, support, and technical support (in addition to there being a useful “help” feature)

K. Questions we sent in advance

1. **While WeaveOnline doesn’t aggregate data, is it possible to use it as a means to see the larger patterns in student performance, for instance in students achieving institutional outcomes (ie., critical thinking, effective communication, etc.) If so, how so?** There is a GE field in which we can enter our measures. We also can cluster all of the data that comes from all of the courses that map to the institutional outcome.
2. **Does everyone on the campus have access to the “Read” screens? How much restriction can you establish for users so as to ensure confidentiality?** We have total control over access levels. Her campus chose to open it up for everyone.
3. **Which functions can we customize? If we have a District site license, does it have the capacity for us to individualize for each campus’ needs?** Language can’t be customized, but the analysis questions and annual reporting criteria can be customized.
4. **How does WeaveOnline compare to other databases such as Curricunet or TracDat?** TracDat is their closest competitor. They fulfill similar functions, and so we should explore both. WeaveOnline was created by college researchers and the like, and so it is designed with those needs in mind. WeaveOnline seems to be the most intuitive to use. Because it mainly fulfills making connections between assessment and planning & budget, many colleges subscribe to both WeaveOnline and Curricunet.
5. **To what extent is WeaveOnline connected to the accreditation standards? Do we have to load the standards?** For the time being, yes, we need to load them, but they’re working on it so that it becomes part of the package.

L. Rushed discussion points afterward

1. Like TracDat more because it can quantify data
2. Neither Curricunet or WeaveOnline can do what the other does; we need something that will help us with integrated planning
3. Concerned about the amount of time to get it going
4. Curricunet and TracDat can be customized
5. Program will only be as good as the faculty doing it; in other words, the program can’t stand in for the faculty and staff who need to assess, but it can help us to capture and document what we are doing
6. Screen shots were difficult to look at since they went down to the microscopic level vs. it’s a good organizer
7. E-lumen aggregates, but its reliance on rubrics feels like a straihgjacket

8. Feel constrained since we can't change templates or the language
9. If we're to use this program, we prefer that it be tucked in with program review so as to not overload faculty with tasks to complete
10. What about using ACCESS and constructing our own database? We can build our own queries and publish reports. But then someone needs to create it, as there presently is no user interface. If we're worried about entering information into WeaveOnline's infrastructure, imagine creating an infrastructure in addition to entering the information.



October 8, 2008

Karen Wong
Professor of English
Skyline College
3300 College Drive
San Bruno, CA. 94066

Dear Karen:

Thank you for the opportunity to provide Skyline College with a proposal for using WEAVEonline. A primary benefit of WEAVEonline is that it allows subscribers to eliminate the mountain of paperwork that typically accompanies an assessment or accreditation cycle while complying with accreditation standards and requirements. Faculty and staff are able to more quickly contribute and review assessment work in a consistent format, working from any personal computer with access to the Internet. With WEAVEonline you can even allow external accreditors read-only access to your assessment information, shortening the review cycle and easing the workload on your staff.

The time and resources saved by using WEAVEonline as an assessment management tool can be redirected to improving the *quality* of your assessment data and allowing your institution to more easily focus its attention on enhancing student learning and other desired outcomes.

From its initial development by the assessment staff at Virginia Commonwealth University to its current success as a commercial subscription service, WEAVEonline has been driven by the needs and usage of our subscriber community. We continually listen to, learn from, and provide solutions for users in higher education with guidance from assessment professionals on our staff.

We are confident that you will find WEAVEonline to be an invaluable aid in providing a quality educational experience for your students while building transparency and consistency in your assessment processes. With WEAVEonline in place, both initial accreditation and periodic review cycles become less of a burden for your institution.

As you continue to explore the features and benefits of WEAVEonline, rest assured that our entire team is available to answer questions and provide you with any additional information you may require. The attached proposal details subscription pricing, along with supplemental materials that you may find useful, including a look at potential financial savings, implementation planning, and key benefits.

We would be honored to have Skyline College as a member of our growing family of WEAVEonline subscribers.

Deb Leeper
Regional Director of Assessment Management
dleeper@weaveonline.com



Pricing and Implementation Proposal prepared for Skyline College

Annual Subscription Rate

We are pleased to offer WEAVEonline at the following price:

- Annual Subscription Rate \$15,200
- Rates will not increase during the first three (3) years of subscription.
- Any subscription rate increase after 3 years will not exceed 20% of the previous year's rate.

Covered Services

Your price quote includes:

- Unlimited users, both internal to your institution and external (e.g. reviewers)
- Technical support
- Implementation assistance
- Software hosting, including secondary server for backup
- Daily backups of all institutional data
- Bug fixes and product upgrades included as part of standard maintenance and enhancement.

** Significant new product functionality or optional software modules may require additional fees in order to add them to your subscribed services.*

Appendix 1. Typical Financial Savings

WEAVEonline can dramatically increase the effectiveness of your assessment process without additional staffing and can even reduce the burden on existing staff. The following table can help you organize your estimation of potential savings with WEAVEonline in place.

Benefit calculations are based on implementations at current subscriber institutions and represent typical results. Calculations for your institution may vary.

Sample Savings	
Administrative assistant, graduate assistant or professional staff member to help with the assessment monitoring and reporting process. 20 hours/week X 50 weeks/year X hourly salary (inc. benefits & taxes) Savings range is based on sample worker costs of \$15-\$45 per hour.	\$15,000-\$45,000
Hiring of adjuncts to fill in for faculty assigned to institutional roles in the assessment process. 5 areas x \$2,000 (course release)	\$10,000
IT expenses associated with time for maintenance, backups, migration of data to newer versions, migration of data to upgraded servers and operating systems, and loading of upgrades. 15 hours/month x 12 months/year x \$25/hour (inc. benefits and taxes)	\$4,500
Typical Financial Savings (Annual)	\$29,500-\$59,500
* In-house development costs	+ development costs?

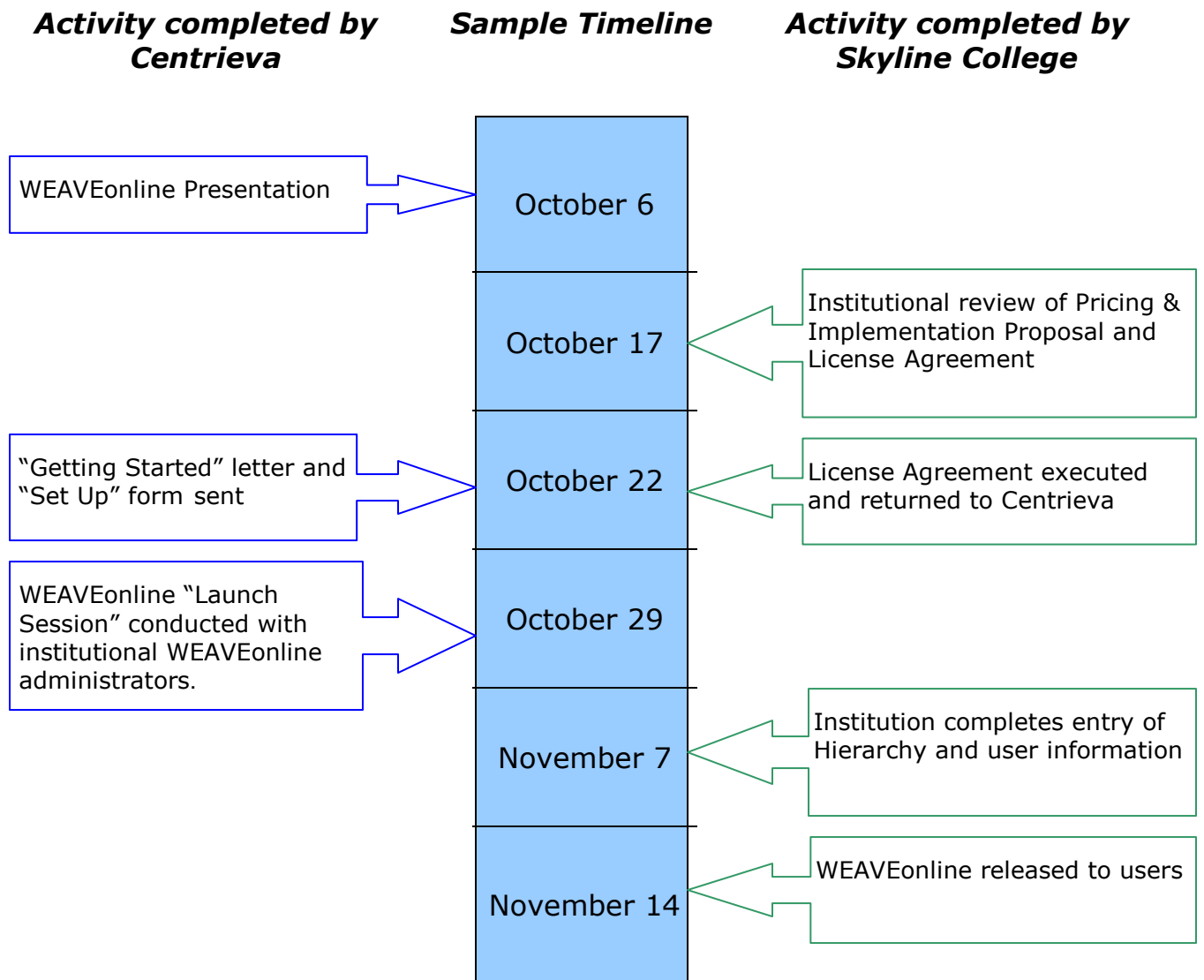
* Development of an in-house application involves significant costs in terms of development time, involvement of subject experts, testing and pilot programs, enhancements and bug fixes, and opportunity costs from other projects not pursued. For comparison, development and support costs to date for WEAVEonline exceed \$2,000,000 over a period of six years.

Appendix 2. Implementation Timeline

While there is not any software installation required in order to start using WEAVEonline, you will need to set up your assessment structure, users, and institutional guidelines to allow the software to reflect your unique organization. As a subscriber, you have access to experienced Centrieva staff and structured materials to assist you with your initial configuration. There is no additional charge for assistance with the implementation process.

Many factors will influence the length of time required to prepare for the use of WEAVEonline at your institution. You may be formalizing institutional guidelines and priorities that have never before been clearly defined. You will have many ideas about things you want to accomplish as you roll out WEAVEonline at your institution. On the other hand, you may have well-defined information available in documents or systems that will allow you to move more quickly to develop content required for the use of WEAVEonline at your institution.

The timeline below is provided as an illustration of a “typical” implementation. Your actual schedule may vary depending on the resources you have available to complete the items on the right side.



Appendix 3. WEAVEonline Benefits and Functionality

- **Access to expert help:** Centrieva provides technical assistance when needed and also has experts with experience in higher education and assessment who understand your academic and administrative issues. You are part of a supportive subscriber community, benefiting from the experiences of other institutions and helping to shape development of the software.
- **Structured process/procedures for assessment and quality improvement:** WEAVEonline is a solid place for faculty and staff to learn and document assessment and quality improvement processes, procedures, and evidence. The software can both lead and record assessment practice in academic, administrative, and educational support service areas of your institution.
- **Monitoring, with an advantage:** WEAVEonline gives institutions the ability to monitor data entry completion, audit for problems, and search both active and archived entries for specific information, all without intruding on busy users. This ease also gives the WEAVEonline administrator time to serve as an assessment coach, working with users on issues of substance.
- **Alignment of goals and outcomes:** Through multiple associations, WEAVEonline encourages faculty and staff to align goals and outcomes and to associate program-level outcomes with important institutional priorities such as general education and strategic planning.
- **Tracking over time (part of “closing the loop”):** WEAVEonline allows easy tracking of actions during implementation, establishing a program’s (and institution’s) track record for using assessment results and finishing quality enhancement efforts, a feature that is valuable for internal program reviews as well. WEAVEonline also generates reports that feed into institutional budget and planning processes.
- **Transparency and accreditation preparation:** With outcomes assessment at the top of most accreditation agendas, WEAVEonline provides a transparent way to show assessment process and results for regional and disciplinary accreditation review. Interested institutions also have the option of making assessment data transparent to an external audience in a dynamic web report.
- **Curriculum mapping:** Curriculum mapping shows how individual courses and co-curricular experiences support student learning, general education, and other outcomes/objectives. This feature can be useful in curriculum design, program and curriculum reviews, and course-level alignment and assessment.
- **Annual reporting:** What is entered at the program level in WEAVEonline is automatically displayed in annual report summaries that can encompass a whole institution or selected programs. Administrators can run reports against current or archived information, and it is easy to search for specific information... a great improvement over sorting through paper files.
- **Automatic upgrades:** With your subscription service, you automatically get instant access to software updates and fixes with no requirements for development time or costs from your institution.

WEAVEONLINE® LICENSE AGREEMENT

This WEAVEonline® License Agreement (the “Agreement”) is made and entered into in Richmond, Virginia, by and between Centrieva Corporation, a Delaware corporation, having its principal place of business located at 4th Floor, 4600 Cox Road, Glen Allen, VA 23060 (“Centrieva” or “Licensor”), and Skyline College, an institution of higher education, having its principal place of business located at 3300 College Drive, San Bruno, CA 94066 (“Licensee”).

WITNESSETH:

WHEREAS, WEAVEonline® is a computer-implemented assessment management system developed by Virginia Commonwealth University, a public university located in Richmond, Virginia;

WHEREAS, Virginia Commonwealth University Intellectual Property Foundation is a private foundation charged with the management and licensing of intellectual properties developed at Virginia Commonwealth University;

WHEREAS, VCUIPF has granted Licensor an exclusive worldwide license to the WEAVEonline® program for commercial distribution, including, but not limited to, rights to make, use, sell, import, develop, sublicense and otherwise commercially exploit WEAVEonline® worldwide;

WHEREAS, Licensee desires to obtain from Licensor a nonexclusive and nontransferable license to use the WEAVEonline® program subject to the provisions of this Agreement; and

WHEREAS, Licensor wishes to grant Licensee a license to use the WEAVEonline® program on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

1.1. The term “Authorized User” shall mean each employee of the Licensee who will have read/write access, or a designated accreditor or reviewer of the Licensee who will have read-only access.

1.2. The term “Confidential Information” shall mean all non-public or proprietary information of Licensor (including, but not limited to, such information disclosed by VCU and/or VCUIPF to Licensor) or Licensee disclosed under this Agreement; provided, however, the term “Confidential Information” as used in this

Agreement does not include: (1) information known to the receiving party prior to receiving it pursuant to this Agreement, (2) information disclosed to the receiving party in good faith by a third party having the right to make such disclosure at the time of disclosure, or (3) information that is in or has come into the public domain, by publication or otherwise, through no fault of the receiving party.

1.3. “Intellectual Property” shall mean all copyrights, trademarks, service marks, trade dress, trade secrets, patents, inventions, discoveries and other rights in and to intellectual property relating to the Program licensed to Centrieva by VCUIPF.

1.4. The term “Program” shall mean the WEAVEonline[®] program, an innovative web-based, strategic institutional assessment management system, and any associated Upgrade and all accompanying user documentation.

1.5. The term “Upgrade” shall mean any revision, update or modification of the Program offered by Licensor.

1.6. The term “VCU” shall mean Virginia Commonwealth University, a public university located in Richmond, Virginia.

1.7. The term “VCUIPF” shall mean Virginia Commonwealth University Intellectual Property Foundation, a private foundation charged with the management and licensing of VCU intellectual properties.

2. Grant of License

2.1. In consideration of the payment to Licensor by Licensee of the license fee specified in Section 4.1, Licensor hereby grants to Licensee a non-exclusive license to use the Program in accordance with the terms and conditions of this Agreement. This Agreement does not confer any rights in the Program or the Intellectual Property except as expressly provided in this Agreement.

2.2. Subject to receipt by Licensor of the License Fee, which shall be paid as specified in this Agreement, Licensor shall provide Licensee with access to the Program no later than thirty (30) days after Licensor approves data template tables populated by Licensee, as provided by Licensee in accordance with Section 6.6.1, which approval shall not be unreasonably withheld or delayed.

2.3. Licensee and Licensee’s Authorized Users may use the Program for Licensee’s internal purposes only. The use of the Program other than as expressly provided for in this Agreement is strictly prohibited and will constitute a material breach of this Agreement and an infringement of any Intellectual Property to which a license is granted pursuant to this Agreement.

2.4. Neither Licensee nor any Authorized User shall copy, alter, translate, disassemble, reverse engineer or create derivative works of, or based on, the Program. Neither Licensee nor any Authorized User is permitted to transfer the Program, or any part of the Program, to third parties.

2.5. Licensee acknowledges that the Program and any accompanying documentation shall remain the property of VCU, subject to the rights granted by VCU to Licensor, during the term of this Agreement and thereafter.

3. Term and Termination

3.1. The initial term of this Agreement will be for one (1) year following the Effective Date of the Agreement as indicated hereinbelow and thereafter, this Agreement may be renewed in accordance with Section 4.2, unless sooner terminated in accordance with this Section 3.

3.2. In the event that either party fails to perform any of its material obligations hereunder, the non-defaulting party may give to the defaulting party written notice thereof. Said notice shall specify the obligation that the defaulting party failed to perform. If such failure to perform is not cured within thirty (30) days of receipt of said notice, this Agreement shall be terminated upon written notice from the non-defaulting party.

3.3. On expiration or termination of this Agreement, all rights of the Licensee and the Authorized Users to access and use the Program shall terminate, and Licensee and its Authorized Users shall be obligated to return or destroy, as directed by Licensor, all materials related to the Program, including any accompanying user documentation, to the Licensor within fifteen (15) days of the effective date of such expiration or termination.

3.4. In the event of any expiration or termination of this Agreement, upon Licensee's request, Licensor will provide Licensee, in a reasonably accessible machine-readable format, with the data entered into the Program by the Licensee or its Authorized Users pursuant to this Agreement.

4. License Fees and Renewal

4.1. Initial License Fee. Licensee shall pay to Licensor an initial one (1) year license fee of Fifteen Thousand Two Hundred dollars (\$15,200) upon execution of the Agreement.

4.2. Renewal. At the expiration of the initial term one (1) year term of this Agreement, and of each and every subsequent one (1) year renewal term, if any, this Agreement shall be renewed for an additional one (1) year renewal term, if:

4.2.1. Neither Licensee nor Licensor has, within the sixty (60) days prior to the expiration of the then-current term, provided the other with written notice of its intention not to renew this Agreement;

4.2.2. Licensee is not in default of any provision of this Agreement; and

4.2.3. Licensee pays the applicable renewal fee in accordance with Section 4.3 below.

4.3. Renewal Fee. The Licensee's renewal fee shall be equal to the amount of the previous year license fee subject to an increase not to exceed 20%; provided, however, that the renewal fee for the second and third year will be identical to that paid by Licensee for the initial year subscription period. Licensee shall be notified of any such increase no later than 60 days prior to any renewal date. Licensee shall pay the renewal fee to the Licensor within thirty (30) days of the beginning of the renewal term to which the renewal fee applies.

5. Limitations on Use; Confidentiality

5.1. Licensee acknowledges that the Program contains valuable Confidential Information and Intellectual Property, and that unauthorized use and/or copying are harmful to Licensor. Licensee shall use all reasonable efforts and shall take all reasonable steps to safeguard the Program to ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, or distribution of the Program, in whole or in part, in any form shall be made. In the event unauthorized use and/or copying occurs, Licensee shall promptly notify Licensor and shall cooperate in every reasonable way to facilitate the defense and/or settlement of any claims, action, proceeding or suit arising out of such unauthorized use and/or copying.

5.2. Each party shall take reasonable measures to protect the secrecy of and to avoid disclosure and unauthorized use of Confidential Information of the other party disclosed under this Agreement, including, but not limited to, at least those measures that such party takes to protect its own most highly confidential information. Notwithstanding the foregoing, Licensor may use or disclose Confidential Information of Licensee to the extent necessary to exercise its rights or perform its obligations under this Agreement, or in defending litigation, complying with applicable governmental regulations and/or submitting information to tax or other authorities.

6. Operations

6.1. Service Level. Licensor will make commercially reasonable efforts to have routine maintenance performed outside of normal business hours, with a minimum of five (5) days' notice, except during an emergency. Licensor will make commercially reasonable efforts to have other scheduled maintenance done upon five (5) days' notice, barring exceptional circumstances, including without limitation, critical security patches that require a system reboot.

6.2. Security. Licensor will make commercially reasonable efforts to ensure that: (a) the servers and Internet access points that support the WEAVEonline[®] system are housed in a computer facility protected at the perimeter with a firewall and with router access control lists to restrict access to specific ports and IP addresses; (b) network intrusion detection products are used to monitor Internet traffic; (c) if a security violation is identified, the offending host is disconnected from the network or blocked at the firewall; and (d) appropriate measures against computer viruses and other malicious software and activities are taken.

6.3. Contingency, Backup, and Disaster Recovery. Appropriate, commercially reasonable disaster recovery procedures will be followed by the Licensor. A centralized automated data protection system shall be used for the backup and recovery of data and applications. Licensor will make commercially reasonable efforts to ensure that: (a) all modified data shall be backed up every night; (b) backup tapes shall be rotated to offsite storage for disaster recovery purposes; and (c) two independent Internet connections are maintained, to allow one connection to be available for use in the event the other becomes unavailable.

6.4. Technical Support and Help Desk Services. Licensor may provide Licensee with WEAVEonline[®] technical support and help desk services within the following parameters:

6.4.1. Licensor shall not provide: client/server support unrelated to WEAVEonline[®]; data entry services other than the limited data entry required for account set-up; or assistance with or training in assessment methodology.

6.4.2. Licensor and Licensee shall cooperate in good faith to: (a) customize site header to display Licensee name; (b) customize site footer to have Licensee-specific links; and (c) load acceptable Licensee data from a data collection system provided by Licensee to Licensor in accordance with this Agreement.

6.4.3. Licensor shall provide technical support and help desk services during reasonable business hours by emailing Licensor at support@weaveonline.com or by telephoning Licensor's technical support line: (877) WEAVE40. Requests made outside of business hours will follow Licensor's standard response/resolution procedures for the Program on the following business day as specified in Section 6.5 below.

6.5. Issue Reporting and Resolution Procedures. In the event technical support problems arise, the following reporting and resolution procedures shall be used:

6.5.1. Licensee shall provide direction and training to Authorized Users such that Authorized Users shall first seek to address technical problems by consulting the WEAVEonline® documentation or online help materials made available to Licensee. If an Authorized User cannot resolve a technical problem by consulting such WEAVEonline® documentation or online help materials, Licensee shall direct such Authorized Users to consult with Licensee’s designated WEAVEonline® administrator.

6.5.2. If unable to resolve a technical support problem via such WEAVEonline® documentation or online help materials, Licensee’s WEAVEonline® administrator (not an individual Authorized User of Licensee) shall report the problem by email or telephone to Licensor, and, at the time of such report, ask the Licensor to assign one of the following priorities to the technical problem based on the details of such problem provided by Licensee to Licensor:

- Priority 1: Critical Issue – Address immediately since the application cannot be used until the issue is resolved; or
- Priority 2: Major Issue – Give high attention since use of the application is severely affected until the issue is resolved; or
- Priority 3: Minor Issue – Assign to normal queue if the issue has only a minor impact on the use of the application.

6.5.3. Licensor will make all commercially reasonable efforts to respond by email and/or telephone to the Licensee’s issue report, discussing the issue with Licensee’s designated WEAVEonline® administrator to determine the service priority, and then giving updates to Licensee’s WEAVEonline® administrator at reasonable intervals thereafter until resolution of the issue according to the following expected response times, which apply during business hours only:

<u>Priority</u>	<u>Initial Response Time</u>	<u>Updates Until Resolution</u>
1 (Critical)	1 hour	every hour
2 (Major)	2 hours	every two hours
3 (Minor)	4 hours	each business day

6.5.4. If a resolution is not available at the time Licensor first contacts Licensee to respond to a technical problem, Licensor will attempt to estimate the “time to resolution” at each update. Licensor and Licensee will discuss escalation of service priority as necessary on a case-by-case basis.

6.6. Licensee Obligations. Licensee shall make commercially reasonable efforts to cooperate with Licensor in providing the services specified in Sections 6.1 to 6.5, as follows:

6.6.1. Licensee shall provide required information and data for initial set-up promptly after the Effective Date.

6.6.2. Licensee shall follow all procedures relating to the provision of services by Licensor stated in this Agreement or otherwise notified in writing to Licensee, including but not limited to procedures relating to reporting and resolving technical problems set put in Section 6.5 above.

6.6.3. Licensee shall configure PC and related hardware and software according to Licensor's requirements and/or recommendations for the Program.

6.6.4. Licensee shall request in writing and schedule special services (for example: data migration) at least thirty (30) days in advance.

6.6.5. Licensee shall provide information within two (2) hours of receiving a request for information from Licensor seeking to resolve Licensee's critical issue during normal business hours, or by the next business morning if outside business hours.

6.7. Licensor Obligations. Licensor shall make commercially reasonable efforts to provide the services specified in Sections 6.1 to 6.5, as follows:

6.7.1. Licensor shall provide Technical Support and Help Desk services as described in this Agreement, or as otherwise agreed by Licensor and Licensee, during reasonable business hours;

6.7.2. Licensor shall in good faith seek to meet response times for resolving technical problems as described in Section 6.5, or as otherwise agreed by Licensor and Licensee, according to the priority assigned to a particular problem as mutually agreed by Licensor and Licensee;

6.7.3. Licensor shall resolve disputed issues or attempt in good faith to identify a workaround agreeable to Licensee;

6.7.4. Licensor shall monitor support and help desk requests from all licensees for the purpose of identifying system errors; and

6.7.5. Licensor shall update WEAVEonline[®] documentation and online help materials with appropriate information to address reasonably foreseeable Licensee technical issues.

7. Representations and Warranties

7.1. Licensor represents and warrants that it has full authority to enter into this Agreement and that this Agreement is not in conflict with any other agreement to which Licensor is a party or by which it may be bound.

7.2. The parties respectively represent and warrant that they are under no legal impediment which would prevent their signing this Agreement or consummating the same. The individual signing this Agreement on behalf of the parties represents and warrants that he or she is authorized and has the power to bind the parties.

7.3. LICENSOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE QUALITY OR UTILITY OF THE PROGRAM. LICENSEE ACCEPTS THIS LICENSE WITH THE UNDERSTANDING THAT THERE IS NO WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND LICENSEE ACCEPTS THE PROGRAM ON THAT BASIS. THE PROGRAM IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND AS TO QUALITY OR UTILITY, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE OR THAT THE PRACTICE OF THE INTELLECTUAL PROPERTY OR THE ACCESS AND/OR USE OF THE PROGRAM BY LICENSEE SHALL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL LICENSOR, VCU OR VCUIPF, OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND CONSULTANTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, WHETHER LICENSOR SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF ANY OF THE FOREGOING.

8. Miscellaneous

8.1. Entire Agreement. The terms and conditions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter thereof and supersedes all previous agreements and undertakings, whether oral or written. No agreement or undertaking varying or extending the terms and conditions of the Agreement will be binding upon any party unless in a written document signed by the party to be bound thereby.

8.2. Notice. All notices shall be made in writing to the individuals noted below at the addresses noted above, and shall be sent by certified mail, returned receipt requested, by facsimile (receipt confirmed and confirmation copy sent by certified mail, return receipt requested), by recognized courier service (delivery pre-paid) or be delivered personally. If the individual to whom notices are to be given, or address where notices are to be sent changes for any party, that party shall promptly notify the other party accordingly:

If to Licensor:

James K. Farrelly
Chief Executive Officer
Centrieva Corporation
PO Box 3598
Glen Allen VA 23058
Facsimile: (804) 864-3608

If to Licensee:

[Name of Contact Person]
[Title of Contact Person]
[Name of Licensee]
[Street Address of Licensee]
[City, State + Zip]
[Facsimile]

8.3. Limitation of Liabilities. Licensee shall at all times during the term of this Agreement and thereafter be responsible for its negligent acts and omissions and for any unauthorized access or use of the Program by Licensee, any Authorized User, or any other employee or consultant of Licensee. In no event shall Licensor, VCU, or VCUIPF be liable to Licensee for claims, legal expenses, or other liabilities resulting from or sustained as a result of use of the Program by Licensee, including, but not limited to, any failure of Licensee to meet accreditation assessment requirements.

8.4. Assignment. This Agreement is fully assignable by Licensor. Licensee hereby agrees to provide, and by executing this Agreement does provide, all necessary consents to any such assignment. This Agreement may not be assigned by Licensee in whole or in part, nor may Licensee delegate any of its rights, duties or obligations under this Agreement, to any person, without the prior written consent of Licensor. Any attempt by Licensee to assign or delegate any rights, duties or obligations, which arise under this Agreement shall be void. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.5. Intellectual Property Rights. Licensee acknowledges and agrees that the Program and all Intellectual Property licensed to Licensee under this Agreement remain the exclusive property of VCU, VCUIPF and/or Licensor, as those entities may agree among themselves, and the rights and licenses granted herein shall not constitute a transfer of any rights of ownership in or relating to the Program or any Intellectual Property. All rights to the Program are reserved to VCU, VCUIPF and/or Licensor. During the term of this Agreement and thereafter, Licensee shall not contest the validity of the rights of VCU and/or Licensor to use or license the Program, or the copyrights and other intellectual property rights in and to the Program, or of the license granted herein.

8.6. No Joint Venture. Nothing herein shall be construed so as to make the Licensee or any Authorized User a partner or joint venturer with VCU or Licensor, or to permit either party to bind the other party to any agreement.

8.7. Force Majeure. For the purposes of this Agreement "Force Majeure" means any circumstances beyond the reasonable control of the party concerned, including, but not limited to, any strike, lockout, industrial dispute or other form of industrial action, power failures, acts of government, war, hostilities, riots, civil disturbance, acts of God or other matters beyond the reasonable control of the party concerned, whether existing at the Effective

Date or arising thereafter. If either party is affected by Force Majeure, it shall forthwith notify the other party of the nature and extent thereof. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this Agreement, to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the Force Majeure in question prevails for a continuous period in excess of two (2) months, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

8.8. Construction and Interpretation. This Agreement shall be construed and interpreted without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

8.9. Governing Law and Venue. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the Commonwealth of Virginia, U.S.A., except that questions affecting the construction and effect of any patent, copyright, trademark, or service mark shall be determined by the law of the country in which the patent, copyright, trademark, or service mark was granted or registered. Any legal action or proceeding relating to this Agreement shall be brought only in the courts of the Commonwealth of Virginia in Richmond, Virginia; provided, however, that if the courts of the Commonwealth of Virginia lack subject-matter jurisdiction, such legal action or proceeding is to be brought in the U.S. District Court for the Eastern District of Virginia (Richmond Division). By execution and delivery of this Agreement, Licensor and Licensee hereby accept for each of themselves, their successors and permitted assigns, the jurisdiction of the aforesaid courts. No right or remedy conferred upon or reserved to the parties pursuant to this Agreement is exclusive of any other right or remedy provided or permitted at law or in equity.

8.10. Headings. The paragraph headings are inserted only for purpose of reference. Such captions shall not affect the scope, meaning or intent of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

8.11. No Waiver. No waiver of any term or condition of this Agreement will be valid or binding on a party unless the same has been mutually assented to in writing by the other party. The failure of a party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement will in no way be construed to be a present or future of such provisions, nor in any way affect the ability of a party to enforce each and every such provision thereafter.

8.12. Severability. Should any provision of this Agreement be held to be invalid or unenforceable by any court or governmental agency of competent jurisdiction, the validity and enforceability of the other provisions shall not be affected thereby. In case any provision hereof is brought into question because of the decision of a court or governmental agency of competent jurisdiction, Licensor and Licensee shall in good faith negotiate to replace any invalid or unenforceable provision with a new provision that corresponds as closely as possible

to the original intent and purpose of the Licensor and Licensee in this Agreement as expressed by such invalid or unenforceable provision.

8.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

[Remainder of this page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their duly authorized officers and representatives as of this ____ day of _____, 2008 (the "Effective Date").

CENTRIEVA CORPORATION _____

Name: James K. Farrelly
Title: Chief Executive Officer

Name:
Title: