

**College Board Pilot Program: AP® With We.org Service**

This Agreement (“**Agreement**”) is made by and between the College Board, a not-for-profit education association organized under the laws of the State of New York (the “**College Board**”) and the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky created and existing under the laws of Kentucky (“**Participating Client**”), as of the date of execution by both parties.

**RECITALS**

- A. The College Board has collaborated with Free The Children, now known as We.org, an international charity and education partner, to develop instructional approaches for teachers and students to explore a service component by using instructional modules and information resources connected with the following AP subjects: Computer Science A, Environmental Science, European History, Human Geography, Spanish Language and Culture, and Studio Art: 2-D Design, and to allow participating students to receive acknowledgment of such participation on high school transcripts and to institutions of higher education (the “**AP with We.org Service Pilot**”).
- B. The College Board desires to engage Participating Client and its teachers in obtaining feedback to determine observable outcomes and potential areas of improvement for future development.

**AGREEMENT**

In consideration of the mutual covenants and promises herein contained, the College Board and Participating Client agree as follows:

- 1. **Scope.** The College Board shall provide the services in exchange for the information from the Participating Client, as set forth in Schedule A (the “**Services**”), attached hereto and incorporated herein by reference. Participating Client understands that this is a pilot arrangement, and the College Board is under no obligation to make this a generally available offering.

The AP with We.org Service Pilot creates a unique opportunity for Participating Client, including teachers and students, to use a service component as a part of the curriculum in the following AP subject matters: Computer Science A, Environmental Science, European History, Human Geography, Spanish Language and Culture, and Studio Art: 2-D Design. A core objective of the pilot is to support the expansion of the use of service components in these courses using newly created instructional materials and providing teachers and students access to additional resources through We.org, and to furnish students with the opportunity to highlight their participation in the AP with We.org Service Pilot.

- 2. **Fees.** There are no fees for the Participating Client in the AP with We.org Service Pilot furnished hereunder.
- 3. **Intellectual Property Ownership.** Participating Client agrees and acknowledges that all intellectual property created by College Board and provided to the Participating Client under the Agreement, including, but not limited to, any College Board modules, publications, reports, all components of surveys and assessments such as survey and assessment questions, documents, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board (collectively “**College Board IP**”). Participating Client agrees and acknowledges all intellectual property created by We.org and/or Free the Children, marked as such, and provided to the College Board or the Participating Client under this Agreement, including, but not limited to, any Free the Children publications, reports, documents, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of Free the Children (collectively “**We.org IP**”, and collectively with College Board IP, the “**Pilot IP**”).

For the term of this Agreement, the College Board hereby grants Participating Client a limited, nonexclusive, nontransferable, non-assignable, non-publishing license to use the Pilot IP in conjunction with and for the duration of the Agreement. Participating Client is prohibited from using the Pilot IP for any other purpose without the express written consent of the College Board. College Board agrees to protect, defend, indemnify, and hold harmless the Participating Client, its officers, and its employees from and against any and all claims, damages, actions, liabilities, or attorney's fees arising out of any allegation by a third party that the Participating Client's use of the Pilot IP within the scope of this Agreement violates the third party's intellectual property rights or any agreement between College Board and such third party.

**Proprietary Rights.** The College Board and its service providers have expended substantial time, effort, and funds for the Pilot. Participating Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in the Pilot materials and the information, images, and other content (collectively, "**Content**") provided. Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights.

4. **Term and Termination.** The Term of this Agreement will be for a period commencing December 1, 2015 ending on July 31, 2017 (the "**Term**"). The College Board shall have the right to terminate this Agreement immediately: 1) if Participating Client breaches any of its representations and warranties; or 2) if Participating Client violates its obligations prescribed under the Intellectual Property Sections of this Agreement. Upon notice of termination, the parties shall cooperate to discontinue use or provision of the Service, as applicable, as promptly as possible, and either return or destroy all Pilot IP (as defined above relating to the Service, including without limitation any media containing any related materials). The parties agree that their respective ongoing obligations hereunder, including without limitation with respect to confidentiality, shall survive the termination of this Agreement. The College Board shall have the right to terminate the AP with We.org Service Pilot, or any specific subject matter, at any time during this Agreement by providing thirty (30) days' written notice; provided, however, the College Board will support the Pilot until the end of the academic year (e.g., July 31, 2016 or 2017, as applicable).
5. **Relationship of the Parties.** The relationship of the Participating Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board's employees shall not be considered employees of the Participating Client while performing these Services and will not be entitled to fringe benefits normally accruing to employees of the Participating Client.
6. **Representations and Warranties.** Participating Client represents and warrants that it is empowered under applicable laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered by and through a person with the authority to execute the Agreement on its behalf.
7. **Cooperation.** Participating Client shall be responsible for performing its obligations, as requested by the College Board and or set forth in Schedule A. In addition, Participating Client shall cooperate fully with the College Board and its agents, affiliates and subcontractors, and provide all assistance as reasonably necessary for the College Board to perform services, including but not limited to providing prompt access to Participating Client's personnel, equipment, software, systems, documentation and other information and resources reasonably required by the College Board to perform the Services. The College Board's obligation to perform the Services is conditioned upon Participating Client's fulfillment of the obligations set forth in Schedule A.
8. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the existence of and terms of this Agreement, is confidential ("Confidential



Information”), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party’s Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such requirement becomes known to the disclosing party. Nothing in this Section 8 (Confidentiality) shall prohibit College Board from including Participating Client, along with contact information of applicable personnel, on a list of all participating clients in this AP with We.org Service Pilot program in order for participating teachers to communicate with each other.

9. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, THE COLLEGE BOARD AND THE COLLEGE BOARD’S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS SHALL NOT BE LIABLE TO PARTICIPATING CLIENT OR ANYONE CLAIMING BY, THROUGH OR UNDER PARTICIPATING CLIENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK TO BE PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO ANY SUCH DAMAGES CAUSED BY THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD, OF THE COLLEGE BOARD’S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS, OR ANY OF THEM, EVEN IF THE COLLEGE BOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Disclaimer of Implied Warranties.** NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
11. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND THE COLLEGE BOARD’S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD’S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO PARTICIPATING CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER PARTICIPATING CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD’S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED ZERO DOLLARS.
12. **Force Majeure.** In the event of a fire, flood, earthquake or other acts of God, war, government regulations, terrorism, civil disorder, curtailment of transportation facilities, disease related epidemic, failure to cooperate as set forth in Section 7, or for other reasons that make it illegal for either party to perform any of its obligations under this Agreement, the obligations of each party to the other under this Agreement shall be completely cancelled and deemed null and void and neither party shall have any further obligation to the other hereunder.
13. **Governing Law.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement, and the law of the State of New York without regard to choice or conflict of laws principles that would cause the application of any other laws. All disputes which arise in connection with this Agreement

or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in New York County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue. Participating Client waives any rights it may have to insist that litigation to which it is a party be had in any venue other than the above court, and covenants not to sue the College Board in court other than the above courts with respect to any Agreement-related dispute.

14. **Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
15. **Rights after Termination.** If this Agreement, or any Services, license, or product hereunder is terminated for any reason, all rights granted to Participating Client with respect to the licenses, Services and products shall cease, and Participating Client shall; (a) immediately cease all use of any Pilot IP and purge any and all Pilot IP from Participating Client's computer systems, storage media and files and all copies thereof, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board in Participating Client's possession or under Participating Client's control.
16. **Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.
17. **Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party, except as specifically set forth with respect to Free The Children and We.org.
18. **Complete Agreement.** This Agreement, together with any attached Schedules contains a complete understanding of all the arrangements between the parties, and supersedes all prior agreements and understandings (oral and written) by and between the parties hereto with respect to the subject matter hereof.
19. **Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.
20. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.
21. **Notices.** All notices shall be in writing and shall be sent by certified mail, return receipt requested, by personal delivery or by overnight courier to the respective contact at the address noted below:

If to the College Board:

The College Board  
Rebecca Ostrov  
Executive Director, Strategy, New Program  
Development, and Partnerships  
SpringBoard and Grades 6-12 Programs  
250 Vesey Street  
New York, NY 10281 USA  
Tel: 212-373-8744



With a copy to:

Legal Department  
The College Board  
250 Vesey Street  
New York, NY 10281 USA  
Tel: (212) 713-8000  
Fax: (212) 713-8036

If to Participating Client:

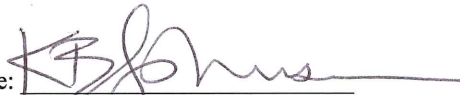
Office of the Superintendent  
Jefferson County Board of Education  
3332 Newburg Rd  
Louisville, KY 40218 USA  
Tel: (502) 485-3251

By signing below, the parties have so indicated their agreement with the terms and conditions stated herein.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names as of the date first above written.

**THE COLLEGE BOARD**

**Jefferson County Board of Education**

Signature: 

Name: Kristen B. Johnson

Title: Executive Director Teacher Support

Date: 7/13/16

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A Scope of Services

The College Board and the Participating Client agree to collaborate in the implementation and feedback collection of the AP<sup>®</sup> with We.org Service Pilot Program, which will be available for teachers to use in designated AP classes starting in January 2016 (the “Pilot”). This Schedule A, Scope of Services, describes the roles and responsibilities of each party, as well as the expected roles and responsibilities of teachers from the Participating Client.

### I. College Board responsibilities:

- Work in concert with Participating Client representatives to implement the Pilot within the schools/districts listed below. The Pilot will include the following schools, personnel and subject matter from the Participating Client<sup>1</sup>:

<b>Participating School: DuPont Manual High School</b>			
AP Subject: Human Geography		AP Subject: Studio Art: 2-D Design	
Teacher 1: Allison Hunt	No. of Students*: 155	Teacher 1: Julie Tallent	No. of Students*: 20
Teacher 2: Merritt Robinson	No. of Students*: 155	Teacher 2:	No. of Students:
<b>Participating School: Brown School</b>			
AP Subject: Human Geography		AP Subject:	
Teacher 1: Elizabeth Byron	No. of Students*: 50	Teacher 1:	No. of Students:
Teacher 2:	No. of Students:	Teacher 2:	No. of Students:
<b>Participating School: Male Traditional High School</b>			
AP Subject: Human Geography		AP Subject:	
Teacher 1: Teresa Hoggard	No. of Students*: 70	Teacher 1:	No. of Students:
Teacher 2:	No. of Students:	Teacher 2:	No. of Students:

\*No. of Students may be estimated.

- Provide information and strategies for a successful implementation to all Pilot participants, and guidance to manage data requirements.
- Provide two (2) course-specific Units of Instruction for the participating pilot teacher to choose from to implement.
- Provide a rubric by which teachers can assess whether a student has earned a service-learning recognition.
- Provide an online tutorial on how to implement the AP with WE.org service program.
- Provide a means by which teachers may track and communicate student completion of AP with We.org Service program.
- For each student who takes the corresponding AP Exam, provide AP with We.org student recognition to institutions of higher education through November 2020 (this recognition may be, at the College Board’s sole discretion, noted on the score send or otherwise provided in an alternate method).
- Conduct a review of the Pilot: College Board’s third party research partner will gather information from teachers and students participating in the Pilot so the College Board may determine the impact (and suggested areas of future development) of the AP with We.org Service Pilot. The College Board’s research partner will obtain any research approvals involving the Participating Client in a timely manner.

<sup>1</sup> In the event more space is needed to provide names of schools and/or teachers, a separate page marked “Participating Schools” may be attached to this Agreement, and will be incorporated herein by this reference.



- Permit participating schools to use “AP® [course subject] with We.org Service” on their high school transcripts. The College Board hereby grants to Participating Client a limited, non-transferable, non-exclusive, non-assignable license to use “AP® with We.org Service” on the transcript for each student participating in the Pilot.
- Provide information on We.org and access to We.org staff to answer questions about signing up on their website. Only those teachers and students who sign up online at We.org’s website to receive information from We.org will receive information directly from We.org.
- Only share aggregate information about Participating Client’s schools, teachers and students with We.org, except to the extent such teachers or students have signed up online directly with We.org to receive information, or have otherwise provided written consent to the College Board allowing the College Board to give We.org information on participating teachers and students.
- Only use information obtained from Participating Clients and teachers for this Pilot, including the third party evaluation of the Pilot.

## II. Participating Client administration responsibilities:

- Allow Pilot teacher to use one Pilot Unit of Instruction and Student Recognition Rubric in their course starting in January 2016 and for their course in the 2016-2017 academic year.
- Allow students who participate in the Pilot teacher’s classrooms to spend a minimum of ten (10) hours of in class and twenty (20) hours of out of class time on service-learning related to their AP course, and obtain applicable consents for any off-site service-learning activities.
- Be responsible for ensuring that teachers’ participation in any activities outside of school hours or off school property are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.
- Identify and assign a Participating Client representative to serve as a primary point of contact for the College Board for the implementation and research engagement. The College Board may schedule meetings of up to one (1) hour to address the Pilot, by telephone or video conference, throughout the Term.
- Use its best efforts to maintain continuity of participating teachers and district point of contacts throughout the Term.
- When requested, provide baseline data on school demographics. Data is likely to include variables such as: student and teacher demographics.
- Encourage teachers participating in the Pilot to sign-up to receive information from We.org directly, including additional resources, updates on We.org programs and student-driven projects.
- If requested, assist the College Board and its research partner in obtaining any approvals required by the Participating Client for the third party evaluator.
- If requested, provide College Board and its research partner permission to gather information from teachers and administrators for the purpose of the ongoing improvement of the Pilot. Activities to gather such information may include focus groups of teachers, interviews with teachers, and surveys of teachers and students. Permit a randomly selected group of teachers to spend up to five (5) hours with the third party evaluator taking surveys or in focus groups (and not requiring travel).
- If requested, select a random group of students to spend up to one (1) hour with the third party evaluator for research interviews.

- Agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the AP with We.org Service Pilot materials or, use of these materials, or access to these materials.
- Generate and/or provide data necessary to uphold the standards of a study of the program's efficacy.
- Indicate on participating students' transcripts the notation "AP® with We.org Service", pursuant to the license granted herein, at the Participating Client's option.

### III. Participating Client teacher responsibilities:

- Complete the online tutorial (no more than ninety (90) minutes), during Spring 2016, on how to implement the Pilot. Each teacher will elect a time of his/her choosing to complete the webinar.
- Choose one (1) course specific Unit of Instruction and follow the rubric to assess student's completion of the service component.
- Use the provided tools to track and communicate student's completion of the service component of the Pilot.
- Complete web based surveys and interviews. The surveys will be focused on the instructional practices of the teachers and implementation of the Pilot.
- Advise students of the opportunity to earn a designation of successful completion of the Pilot; and encourage students to sign up online with We.org in order to receive additional information and opportunities available for service-learning.
- Provide the College Board with de-identified student work solely to be used in the evaluation of the Pilot.
- Obtain signed releases, attached to this Agreement as Exhibit 1, from students or parents/guardians, as applicable, to permit participating teachers to collect and share student work with College Board for AP Studio Art: 2-D Design, or any other course where participating teachers will collect and share student work in a similar manner.
- If requested, assist the College Board and its research partner in obtaining student assent and parental/guardian consent to permit the third party evaluator to survey students who participate in the Pilot.
- Provide the College Board with names of students who have successfully completed the coursework and are taking the AP examination in order for the College Report to notify institutions of higher education, as directed by the student, to indicate student's successful participation in "AP® with We.org Service".

### IV. Additional Terms and Conditions for International Schools and Students

- The College Board System operates on a service platform that is located in the United States. Therefore, information will be transferred from your location to the United States. Notwithstanding any provision to the contrary contained in this Agreement, Participating Client represents and warrants to the College Board that it will conduct its obligations under this Agreement in accordance with all applicable laws and regulations, including, without limitation, any restrictions on the transmission of data overseas or the collection of information from students. Participating Client shall not submit to the College Board any personally identifiable information, including first and last names of students, date of birth and unique identifier numbers, online but instead the parties shall mutually agree on a satisfactory manner for the transmission of such data in accordance with applicable laws and regulations, including without limitation, the provision of student names who have successfully completed the coursework and are taking the AP examination as noted herein.
- In the event, Participating Client furnished information to the College Board online, Participating Client is consenting to and will consent to a cross-border transfer of that information



College Board  
RELEASE FORM



AP with WE.org Service Release

I, the undersigned, hereby give my full and complete permission, without reservation or restriction, to the College Board and/or its agents and licensees, to use, publish, display and reproduce my AP Studio Art and service learning work (including art) ("Work") as well as my name and image ("Identity"), on the website and in any medium (including, without limitation, audio, video, print, broadcast, etc.) throughout the world at the College Board's sole and exclusive discretion. The College Board may also edit, distribute, exhibit, publicize, advertise and otherwise use the Work in all mediums and formats now known or hereafter developed, including commercial and non-commercial use.

**I do hereby release and hereby waive all such claims, known or unknown, foreseen or unforeseen, which I may now have or in the future may arise, including, without limitation, those claims for invasion of privacy, right to publicity or other civil rights or defamation which may result from the College Board's use. I acknowledge that the College Board will rely on this permission and that the College Board has discretion as to whether or not to reproduce the Work or my Identity. I further affirm that, if other people appear in my Work, I have identified them below and have obtained their signature and consent. I have obtained permission from a I will not assert a claim that such use of my Work and/or Identity, as stated above, is a violation of my rights.**

I further understand and agree that I am hereby waiving all rights and claims to ownership of the College Board website or materials in which the Work may appear. This agreement is the full and complete understanding between the College Board and me and I have had adequate time to read this document carefully and to ask any questions that I may have.

Please Print:

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Name (if under 18yrs old, Parent/Guardian signature required below)	Signature
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Street Address, City, State

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Email address	Date
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Parent/Guardian Name	Signature
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## **Additional Terms and Conditions for the Pilot**

**1. Registration Information.** Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade and birth date, class, and demographic information. Participating Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("**FERPA**") in connection with AP Insight. Participating Client shall obtain any and all consents necessary for students to participate in and use the Pilot material, and Participating Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Participating Client authorizes the College Board and its research partner to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for this program in accordance with 34 C.F.R. 99.31(a)(6)(i), provided that the College Board destroys all personally identifiable information within sixty (60) days after the date when the information is no longer needed for the purposes of the AP with WE.org Service Pilot Program.

**2. Participating Client Representations and Warranties.** Participating Client represents and warrants to the College Board that:

**2.1** Participating Client has designated as "directory information" for purposes of FERPA, a student's name, grade level, and certain other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Participating Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Participating Client has determined to have "legitimate educational interests", and Participating Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

**2.2** To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Participating Client to the College Board includes information other than directory information, the College Board may redisclose such non-directory information to third parties in accordance with the Privacy Policy, provided that, in accordance with 34 C.F.R. 99.32(b) and 99.33(b), the College Board informs Participating Client of the names of such third parties and the legitimate interests that they have in requesting or obtaining such Registration Information.

**3. Proprietary Rights.** The College Board and its service providers have expended substantial time, effort, and funds for the Pilot. Participating Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in the Pilot materials and the information, images, and other content (collectively, "**Content**") provided. Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights.