



Issue Paper

DATE:

8/29/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Renewal of Turnitin for a yearly license 9/9/22 – 9/8/23.

APPLICABLE BOARD POLICY:

01.01 Legal Status of the Board

HISTORY/BACKGROUND:

Turnitin is utilized for our writing program. It offers plagiarism checking and assists in providing feedback for student writing. It also serves as our portfolio for our writing continuum.

FISCAL/BUDGETARY IMPACT:

\$4745.00 from Scott Instructional Budget

RECOMMENDATION:


Approval to Renew our yearly license with Turnitin for 9/9/22 to 9/8/23.

CONTACT PERSON:

Andrew Harris


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Quote Details

Expiration date 9/13/2022

Prepared By Trish Goodyear
Phone
Email tgoodyear@turnitin.com

Company Address Turnitin, LLC
2101 Webster St., Suite 1800
Oakland, CA 94612
US

Quote Number Quote-Q-510516-3
Institution Scott High School

Contact Name Stephanie Nagel
Phone (859)356-3146
Email stephanie.nagel@kenton.kyschools.us

Bill To Name Scott High School
Bill To Scott High School
1055 Eaton Drive
Fort Wright, KY 41017
US

Quotation

Product	Product Description	Quantity	Start Date	End Date	Total
Turnitin FBS	Turnitin FBS: Originality Checking and Feedback	900	9/9/2022	9/8/2023	USD 4,050.00
Turnitin Campus Fee	Turnitin Campus Fee	1	9/9/2022	9/8/2023	USD 695.00
Sales Tax					
TOTAL					USD 4,745.00

Please Note:

Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.

No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

Order Instructions:

To purchase or renew your Turnitin license, please email or fax your purchase order and a copy of this quote to Turnitin, LLC, at: orders@turnitin.com or (510) 764-7612

By Accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg>

Training:

On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/Thenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to [Training Terms and Conditions](#).

MASTER REGISTRATION AGREEMENT

This **Master Registration Agreement** ("Agreement") is made as of the date of last signature below (the "Effective Date"), by and between **TURNITIN, LLC**, a California limited liability company ("Turnitin") and **SCOTT HIGH SCHOOL** ("Institution").

Note: This Agreement covers all Services (defined below) offered by Turnitin. Accordingly, based on the Services ordered by Institution, please be advised that not all of these provisions will apply to you, as customer. This Agreement is made in English. If there is any conflict in meaning between this Agreement and any translation, whether provided by Turnitin or by the Institution, the English version shall prevail.

1. **OVERVIEW.** Turnitin has developed and operates a variety of unique services that assist with institutions' assessment with integrity, including some that allow educational institutions to check work for possible textual matches against Internet-available resources and Turnitin's own proprietary database. Institution desires to protect and promote academic integrity and wishes to subscribe to certain of the services as tools to help in detecting and preventing plagiarism.

2. **SERVICES LICENSE GRANT.** As used in this Agreement, the term "Services" refers to any services provided by the Turnitin group companies, including services purchased by Institution from time-to-time pursuant to an Order (defined below). During the Term, as defined in section 11(a) below, and subject to Institution's compliance with the terms and conditions of this Agreement, Turnitin hereby grants to Institution a non-transferable, non-assignable, non-sublicensable, revocable and non-exclusive license to permit its educators, administrators and other users employed by the Institution ("Instructors") and students currently enrolled in the Institution ("Students") to use the following Services solely for its own internal purposes and as contemplated under this Agreement. Nothing hereunder shall be considered as "goods" or "work product".

- a. With respect to the Turnitin Feedback Studio, Turnitin Similarity, SimCheck and Turnitin Feedback Studio with Originality services and their components, this license shall extend to Instructors, but only for their use in classes offered through Institution.
- b. With respect to the iThenticate service, this license shall extend to Instructors, but only for faculty research (i.e., grant proposals, general research, and supplemental course materials) produced in connection with Institution. Institution shall be responsible for ensuring their Instructors comply with the terms of this Agreement.
- c. With respect to the Gradescope service, this license shall extend to the right to use, reproduce, distribute, publicly perform, and display the Gradescope service as set forth herein, and in the Order.
- d. With respect to the Unicheck service, this license shall extend to employees, teachers and instructors, and students of the Institution who are authorized by the Institution.

No other license is granted by implication, estoppel or otherwise. Institution shall be responsible for ensuring their Instructors and Students comply with the terms of this Agreement.

3. **USE OF SERVICES – IN GENERAL.** With respect to use of the Services, Turnitin shall not be responsible for internet and/or telecommunications connectivity needed to access the Services, and Institution shall, and shall ensure its Instructors and Students:

- a. use the Services for Institution's internal purposes only;
- b. not reverse engineer, decompile, disassemble, modify or create works derivative of the Services;
- c. not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or directly or indirectly permit any third party to use or copy the Services. Institution will keep any passwords associated with the use of the Services in strict confidence, and will not share such passwords with any third party. Institution will be solely responsible for all use of the Services made with Institution's passwords, if any;
- d. use the Services solely in accordance with Turnitin's then current documentation;
- e. not remove any proprietary notices (e.g., copyright and trademark notices) from either the Services or any documentation, content, or reports provided by Turnitin;
- f. ensure its use of the Services complies with applicable local, state, and federal laws; and
- g. with respect to all products except Unicheck, abide by the Turnitin Policies (Privacy Policy, Acceptable Use Policy, EULA, and the applicable Terms of Use) provided on the Turnitin website (<https://www.turnitin.com/>), incorporated herein by this reference, as may be revised by Turnitin from time-to-time. Any such revisions to the Policies will be posted on the Turnitin website. Turnitin will make commercially reasonable efforts to notify Institution in writing of any material revisions, and in the event that Institution does not agree to the revised policy, Institution may terminate this Agreement by giving thirty (30) days written notice, and Turnitin shall pay to Institution the pro-rated amount of any prepaid annual subscription fees, calculated from the date of such termination. Continued use of the Services shall constitute Institution's acceptance of revisions to the Policies. In the event of a conflict between this Agreement and the Turnitin Policies, the terms of this Agreement shall prevail.
- h. With respect to Unicheck, abide by the terms and conditions provided on the Unicheck website (<https://unicheck.com/>),
- i. not (i) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, nor (ii) use the Services to store or transmit malicious code, (iii) interfere with or disrupt the integrity or performance of the Services, or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or its related systems or networks.

4. **USE OF SERVICES – PER SERVICE**

a. **Use of the Turnitin Feedback Studio services or its components (including Originality Check), or Turnitin Similarity or SimCheck or Originality.** With respect to use of the Turnitin Feedback Studio Service or its components, Institution shall:

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- i. not make statements to Students that Institution is using the service in a given class when such class is not using the service (Note: even within a particular class using the service, for purposes of fairness and equal application, Turnitin strongly recommends requiring Student submission of all papers rather than submission by Instructors only of papers singled out by Instructor);
 - ii. consider Turnitin's strong recommendation that the course syllabus of each course making use of the Service carry a notice substantially similar to the effect of the following: "Students agree that by taking this course all required papers may be subject to submission for textual similarity review to Turnitin.com for the detection of plagiarism. All submitted papers will be included as source documents in the Turnitin.com reference database solely for the purpose of detecting plagiarism of such papers. Use of the Turnitin.com service is subject to the Usage Policy posted on the Turnitin.com site." If use of the Service is instituted after distribution of the syllabus, then Institution shall consider Turnitin's strong recommendation that equivalent written notice is provided by the Instructor to the Students; and,
 - iii. consider Turnitin's strong recommendation that students enrolling at Institution receive clear notice similar to paragraph 3(e) above in their student handbook or comparable communication at the time of enrollment.
- b. **Use of the iThenticate service.** With respect to use of the iThenticate Service, the license granted in this Agreement is restricted as follows:
- i. if the Institution becomes known as a service through which Students, researchers or other individuals can obtain papers or portions of papers for submission as their own original work (e.g., becomes or partners with a "paper or essay mill" -- a ghostwriting service that sells essays, papers, and other homework writing), the parties agree to meet and confer in good faith to address the issue. If the parties are unable to resolve the issue within thirty days, Turnitin may terminate this Agreement at its discretion without further obligation.
- c. **Use of the Gradescope service.** With respect to use of the Gradescope Service, Institution shall:
- i. grant Turnitin the irrevocable, perpetual, worldwide, sublicensable, transferable, right to use institutional data submitted through Gradescope solely on an aggregated and anonymized basis ("Aggregated Data") and in compliance with applicable law.
- d. **Use of the Unicheck service.** With respect to use of the Unicheck Service, Institution shall:
- i. ensure that the authorized users of the Unicheck Service have been informed of, and have given their consent to, use, processing, and transfer their personal data as required by applicable data protection legislation.

5. **SUSPENSION OF ACCESS.** Turnitin may, in its sole discretion, suspend Institution's or any of its Instructors' or Students' access to the Services in order to (i) prevent damage to, or degradation of, the Services; (ii) comply with any law, regulation, court order, or other governmental request; (iii) otherwise protect Turnitin from potential legal liability; or (iv) address a breach of any policy or this Agreement. Turnitin shall use reasonable efforts to provide Institution with notice prior to or promptly following any suspension of the Services. Turnitin shall restore access to the Services as soon as the event giving rise to suspension has been resolved.

6. **REPORTS AND SOURCE DATABASE.** With respect to Services that include reports evaluating textual sources and the database of source documents ("Source Database"), Institution agrees:

- a. to maintain any Turnitin notices (including legal notices relating to Turnitin's proprietary rights (e.g., copyright and trademark notices) and disclaimer) on the reports;
- b. to exercise its independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in a submitted paper under the acknowledgement and understanding that the reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism;
- c. that any disclosure of a report to any third party is at the Institution's own risk; and,
- d. that for papers stored in the Source Database, it instructs Turnitin to retain such papers for the purpose of using such papers as source material to detect unoriginal text in other papers in the future, including after the Term, unless Institution's Turnitin Administrator instructs Turnitin to delete such papers.

7. **TURNITIN OBLIGATIONS.** Turnitin agrees to:

- a. use reasonable efforts to protect the security of accounts, passwords and the Source Database;
- b. comply with the then current Policies posted on the Turnitin site, incorporated herein by reference;
- c. with respect to the Turnitin Feedback Studio, Turnitin Similarity, SimCheck and Turnitin Feedback Studio with Originality services and their components, enable Instructors to create Instructor accounts and, enable Students to create Student accounts in the Service; and,
- d. use reasonable efforts to make reports available online for a period of one hundred and eighty (180) days after the set archive date for a class, with subsequent access, as available, to be provided via request to www.turnitin.com/help;
- e. only reuse any data provided by the Institution for the limited purpose of supporting and improving the Services for the potential benefit of the Institution. Institution hereby grants its express permission to Turnitin to reuse data in such ways.

8. **OWNERSHIP.**

- a. **Student ownership:** As between the parties, Students retain all copyright and ownership rights in their submitted papers, subject to Turnitin use rights provided in this Agreement.
- b. **Turnitin ownership:** Turnitin owns all rights in and to the Services including any and all copyrights, patent rights, trade secrets,

trademarks, service marks, trade names and other statutory or common law intellectual property or other proprietary rights related to the Services. Turnitin also owns including reports and all materials created by the Services, including the format of reports, (excluding any Institution or student personal information as defined under applicable laws), and all intellectual property rights related thereto. With the exception of the limited license granted in Section 2, nothing contained herein shall be construed as granting Institution, Instructors, or Students any right, title, or interest in Turnitin's intellectual property or proprietary information. All rights in such items are expressly reserved to Turnitin.

- c. **FERPA.** Institution designates Turnitin a "school official" within the meaning of FERPA 34 CFR Section 99.31. Turnitin will remain under the direction of Institution with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined in FERPA 34 CFR Section 99.3, and Turnitin may use personally identifiable information and education records only as set forth under the Agreement and in compliance with applicable law.

9. **ORDER; PRICING AND PAYMENT.** Institution may order the Service under the terms and conditions of this Agreement via the following methods: 1) an Institution-issued Purchase Order; 2) an Institution-executed quote; 3) a fully executed Turnitin Service Pricing Agreement ("SPA"); 4) a properly completed and fully executed Turnitin Registration Agreement that includes substantially the same information as a SPA (each, the "Order"). All Orders are deemed to include the terms and conditions of this Agreement, and all pre-printed clauses on Institution's Purchase Order are deemed deleted. All Orders are valid upon acceptance by Turnitin; Turnitin's acceptance and performance are expressly conditioned on the terms and conditions of this Agreement. Pricing shall be per the applicable Order, and shall also include the maximum usage of the Service permitted to Institution and Institution agrees not to exceed such usage without purchasing additional Services. Unless prescribed otherwise within an accepted Order, all payments are due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by California law.

10. **SUPPORT.** Turnitin shall provide reasonable email and phone support to Institution via Institution's sole appointed primary account administrator during Turnitin's normal support hours.

11. **TERM AND TERMINATION.**

a. **Term.** The term ("Term") of the Services under this Agreement shall be defined in the applicable Order. Thereafter, the Agreement may be renewed on the mutual agreement of the parties for additional renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be presented with reminders when logging onto the Services regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the renewal Term will be subject to the mutual agreement of the parties.

b. **Termination for Breach.** In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.

c. **Effects of Termination; No Refunds.** No Order from Institution may be cancelled or terminated by either party, except as provided in Section 3(g), Section 12 or Section 18. Institution may not cancel or terminate any payment hereunder for its convenience or other cause, whether payment terms are in full or over the Term. In no termination event shall Institution be owed a refund of prepaid Fees.

d. **Survival.** Sections 4(a)(i), (ii) and (iii), 6, 7(a) and (b), 8, 11-13, 14(b)-(e), 15, and 16 shall survive any expiration or termination of this Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

12. **AVAILABILITY.** Turnitin shall use commercially reasonable efforts to make the Services available for access over the Internet at least 99% of the time during each month of the Term, except for scheduled maintenance and repairs, failures related to Institution's systems and Internet access, and any interruption in the Services due to causes beyond the control of Turnitin or that are not reasonably foreseeable by Turnitin, including, without limitation: loss or theft of data; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failure; failures or default of third party software, vendors, or products; and communications, network/Internet connection, or utility interruption or failure. In the event Turnitin fails to achieve the foregoing availability requirement, Turnitin shall use commercially reasonable efforts to correct such loss or interruption as quickly as practicable. In the event Turnitin fails to achieve the foregoing availability requirement for three (3) consecutive months during the Term, then Institution may terminate this Agreement with thirty (30) days' written notice to Turnitin, and Institution shall be owed a refund of prepaid fees, prorated to the date of such termination.

13. **CONFIDENTIALITY.** To the extent Institution submits confidential information to the Service(s) ("Institution Confidential Information"), Turnitin may not use the Institution Confidential Information other than as permitted by license grant to perform the Services. Further, Turnitin agrees not to disclose the Institution Confidential Information to any other party except as necessary to provide the Services.

14. **WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY AND LIABILITY CAP.**

a. **Warranty.** Turnitin warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third-party content) does not infringe the intellectual property rights of any third party. During the Term, Turnitin warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on Turnitin's site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Services are limited in scope by a finite database of material with which

to compare a submitted work, a search process that might not have indexed the material that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that reports indicate the possibility of textual matches only and that the actual determination of plagiarism is a matter subject to the professional judgment of Institution acting alone.

b. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 14 (a) ABOVE, THE SERVICES (INCLUDING THE REPORTS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICE WILL BE TIMELY, SECURE OR ERROR-FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY ~~CALIFORNIA~~ KENTUCKY LAW.

THE SERVICES ARE ACCESSED AND USED OVER THE INTERNET. INSTITUTION ACKNOWLEDGES AND AGREES THAT TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE INSTITUTION'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

c. **Limitation of Liability.** EXCEPT FOR TURNITIN'S WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, OR IN CASE OF BREACH OF SECTION 13, OR TURNITIN'S OBLIGATION TO INDEMNIFY INSTITUTION UNDER SECTION 15(b) HEREUNDER, AND REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY ~~CALIFORNIA-KENTUCKY~~ STATE LAW, INSTITUTION AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICES; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF A REPORT TO ANY THIRD PARTY, OR (III) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS, EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

d. **Liability Cap.** EXCEPT FOR TURNITIN'S WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, OR IN CASE OF BREACH OF SECTION 13, OR TURNITIN'S OBLIGATION TO INDEMNIFY INSTITUTION UNDER SECTION 15(b) HEREUNDER, AND TO THE EXTENT ALLOWED BY ~~CALIFORNIA-KENTUCKY~~ STATE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNTS PAID TO TURNITIN BY INSTITUTION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR \$25,000. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS TURNITIN'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL THEIR ESSENTIAL PURPOSE.

e. **Third-Party Products.** In connection with the Service, Turnitin may make available to User or Institution or may separately license certain third-party products (collectively, the "Third-Party Products"). Except as otherwise provided in the third-party licensor's license agreement, if any, accompanying the Third-Party Products, Institution shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third-Party Products solely in connection with the Services. EXCEPT AS OTHERWISE PROVIDED IN THE THIRD-PARTY LICENSOR'S LICENSE AGREEMENT, IF ANY, ACCOMPANYING THE THIRD-PARTY PRODUCTS, THE THIRD-PARTY PRODUCTS ARE PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND AND TURNITIN AND THE THIRD-PARTY LICENSOR DISCLAIM ALL WARRANTIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TURNITIN OR ANY THIRD-PARTY LICENSOR BE LIABLE TO INSTITUTION, THE INSTRUCTORS, STUDENTS, OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD-PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

15. INDEMNIFICATION.

a. **Indemnification by Institution.** TO THE EXTENT ALLOWED BY ~~CALIFORNIA-KENTUCKY~~ STATE LAW, Institution shall indemnify, defend and hold harmless Turnitin, and its affiliates, officers, directors, employees, agents, and licensors ("Indemnified Parties") from any and all losses, judgments, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) ("Losses") incurred by Turnitin's Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party relating to or arising from: (a) Institution's, an Instructor or Student's breach of its restrictions or obligations under this Agreement; or, (b) Institution's decision not to follow Turnitin's strong recommendations set forth in Section 4(a)(i), (ii), and (iii). To qualify for the foregoing indemnity obligation, the Turnitin Indemnified Parties must: (i) give Institution prompt written notice of any claim; and (ii) allow Institution to control, and fully cooperate with Institution in, the defense and all related negotiations.

b. **Indemnification by Turnitin.** TO THE EXTENT ALLOWED BY ~~CALIFORNIA-KENTUCKY~~ STATE LAW, Turnitin shall indemnify, defend, and hold harmless Institution and its Indemnified Parties from Losses incurred by Institution's Indemnified Parties as a result of any claim

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lawsuit, demand, cause of action, or proceeding brought by a third party that (i) Institution's licensed use of the Service, as permitted hereunder, infringes the U.S. patent or copyrights of that third party, or; (ii) Turnitin has violated any state or federal privacy law relating to information provided by Institution hereunder. To qualify for such defense and payment, Institution must: (i) give Turnitin prompt written notice of a claim; and (ii) allow Turnitin to control, and fully cooperate with Turnitin in, the defense and all related negotiations. Turnitin shall have no obligation to indemnify Institution under this Section to the extent the infringement claim arises from (i) any content or other intellectual property provided by Institution or any other third party, including third party content contained in the Source Database; (ii) Institution's failure to use the Services in accordance with this Agreement; or (iii) any matter for which Institution is obligated to indemnify Turnitin hereunder.

16. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the United States of America and, unless as otherwise set forth in the Order, the State of ~~California~~ Kentucky ("Applicable State") excluding its conflict of laws rules. Unless as otherwise set forth in the Order, the parties hereby consent to the exclusive personal jurisdiction of and venue in the federal or state courts located in ~~the jurisdiction in which the defendant in any such action resides~~ Kenton County, Kentucky. To the extent Institution is a political subdivision or public agency of the Applicable State set forth above, Institution acknowledges that it is entering this Agreement, including the provisions thereof, only to the extent authorized by that Applicable State law, including the opinions of the Applicable State's Attorney General. Any provision of this Agreement that is not authorized by or is inconsistent with Applicable State law, including the opinions of the state's Attorney General, is invalid.

17. INSURANCE. Turnitin represents that its current Commercial General Liability and Cyber Liability insurance limits are as presented in any Certificates of Insurance (evidence of coverage only) ("Turnitin COIs") provided, and that the limits therein shall not materially decrease during the Term. During the Term and on written request from Institution, Turnitin will provide Institution with the then-current Turnitin COIs.

18. ACCESSIBILITY. Services provided to Institution are in substantial conformance with Web Content Accessibility Guidelines 2.0, Level AA. Areas of non-conformance, and Voluntary Product Accessibility Templates, are available on the Turnitin website. In the event of a complaint over the accessibility of its Services by a Student user of the Services, Turnitin shall use commercially reasonable efforts to resolve such complaint at no additional cost to Institution. If Turnitin is unable to provide such resolution, Institution's sole remedy and Turnitin's sole liability shall be for Institution to terminate this Agreement by thirty (30) days' written notice to Turnitin, in which case Institution shall be owed a refund of prepaid Fees, prorated to the date of such termination.

19. OTHER PROVISIONS. This Agreement together with the Order and Policies constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous written or oral agreements. Except as provided herein, all amendments or modifications to this Agreement must be agreed by an authorized signatory of each party. A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the balance of the Agreement, which shall remain in full force and effect and the offending provision shall be modified to the minimum extent required to render the provision enforceable. Institution may not assign or transfer this Agreement. Turnitin may assign this Agreement in the event of acquisition, merger, corporate reorganization or similar change of control event. Turnitin may use and reference Institution's name as a subscriber to the Services in connection with truthful advertising or promotion of the Service. There are no third-party beneficiaries of this Agreement.

ACKNOWLEDGED AND AGREED, as of the Effective Date:

TURNITIN, LLC

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

INSTITUTION

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

2101 Webster St Ste 1800
Oakland CA 94612 USA

EXHIBIT A
SERVICES PRICING AGREEMENT

This **Services Pricing Agreement** ("SPA") is Exhibit A of the Master Registration Agreement entered into between **Turnitin** and **Institution** as of the Effective Date and is an Order under that Master Registration Agreement.

PRICING: Institution shall pay a **Services fee** ("Fee") in the total amount of **\$4,745.00 US****, for a Turnitin Feedback Studio for the FTE (Full Time Enrollment) of students at Scott High School for the Term. The Service shall include unlimited submissions of papers, unlimited classes and unlimited Similarity Reports for the Term. If indicated below, the Fee also includes Training fees as applicable.

Payment is due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by California law.

**** IMPORTANT TAX INFORMATION:** Products sold to certain states are subject to tax. Estimated Tax above (if any) is not final. Invoice will reflect Applicable Tax (state and local). No sales tax is charged when provided a valid exemption certificate. If you have a valid tax exemption certificate, please email it to: ar@turnitin.com

TERM: Twelve (12) months commencing on the Activation Date, which is defined as the date as confirmed via the applicable Turnitin invoice. (For planning purposes, the estimated Activation Date is **September 9, 2022**).

OPTIONAL SERVICES: As may be completed below, Institution orders the following Training, which shall be governed by the terms and conditions as forth in http://turnitin.com/en_us/about-us/our-company/turnitin-training-terms-and-conditions, and this SPA:

- ☐ **In-Person Training**
☐ **Online Training**

SUPPORT: Phone and email support are available Monday through Sunday, 24 X7.

NO CANCELLATION; NO REFUND: For avoidance of doubt, no SPA under this Agreement, or associated Order from Institution, may be cancelled or varied by either Party, except as provided in Section 12. Institution may not cancel or terminate any payment hereunder for its convenience or other cause, whether payment terms are in full or over the Term.

ACKNOWLEDGED AND AGREED, as of Effective Date:

TURNITIN, LLC

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

2101 Webster St Ste 1800
Oakland CA 94612 USA

INSTITUTION

Signature: _____

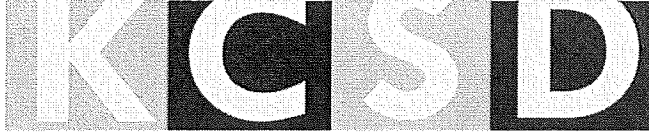
Print Name: _____

Print Title: _____

Date: _____

Billing Address: _____

Billing Email Address: _____



Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF
PERSONAL AND CONFIDENTIAL INFORMATION**

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

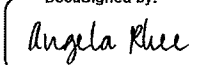
In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Turnitin, LLC
Vendor Name

2101 Webster St Ste 1900 Oakland CA 94612 USA
Vendor Address

510 764 7600
Vendor Telephone

contracts@turnitin.com
Vendor Email Address

DocuSigned by:

705FC2A8E9CC45B...
Signature by Vendor's Authorized Representative

Angela Rhee for Chris Caren, CEO
Print Name

29 August 2022
Date

Certificate Of Completion

Envelope Id: 5E678D18AFD04C3CBE821499A70DBB3B

Status: Completed

Subject: Please DocuSign: KCBOE Vendor Assurance.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Angela Rhee

AutoNav: Enabled

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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Oakland, CA 94612

arhee@turnitin.com

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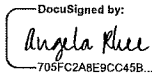
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Angela Rhee for Chris Caren, CEO

Turnitin LLC

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Contracts

contracts@turnitin.com

Int. Comm. Counsel

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Trish Goodyear

tgoodyear@turnitin.com

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