

Board Agenda Item

March 28, 2017

SUBJECT:

Request for Approval of Document Based Questions Online Subscription for Middle Schools

BACKGROUND INFORMATION:

The Instructional Services Department (ISD) wishes to purchase a Document Based Questions (DBQ) online subscription for Middle Schools.

ADMINISTRATIVE CONSIDERATION:

A DBQ is an overarching question that is posed to students, requiring a response using evidence acquired from analyzing multiple documents. Teachers use DBQs as instructional tools to teach students how to read and think critically and write clearly. DBQs increase student engagement and promote development of critical thinking and literacy skills.

The online subscription agreement would be for five years, from July 1, 2017 through July 1, 2022. The license fee totals \$108,281.25 and would be paid in two installments – the first within 30 days of the original agreement (from the 2016-17 budget, if approved) and the second during 2017-18. The purchase will be made from existing budget amounts.

RECOMMENDATION:

Approve the purchase of the DBQ online subscription

ATTACHMENT:

Copy of DBQ online subscription proposal

PREPARED BY:

M. O. Traxler III
Dee Dee Washington

DBQ Online Subscription Agreement

This Subscription Agreement is made and entered into as of March 21, 2017 by and between The DBQ Project, an Illinois corporation (hereinafter "DBQ") and **Aiken County School District**, a school/school district with offices at 1000 Brookhaven Drive, Aiken, SC 29803 (hereinafter the "Subscriber").

Subscriber desires to obtain a license to access DBQ Online educational materials (the "DBQ Materials") and DBQ is willing to grant such license in accordance with the terms and conditions set forth below.

For good and valuable consideration, the parties hereby agree as follows:

1. **Limited License.** DBQ grants to Subscriber, and its authorized educators, administrators, and students enrolled in the schools listed in Addendum A hereof (collectively the "Users"), a limited, non-transferable, non-sub licensable, non-exclusive right and license to access DBQ's proprietary educational materials (the "DBQ Materials") on *DBQ Online* at www.dbqonline.com. The specific content available for the Users is illustrated on Addendum A attached hereto.
2. **Term of Agreement.** This five-year Agreement shall commence on **July 1, 2017** and expire on **July 1, 2022**. Provided, however, that the term hereof may be renewed by a written instrument signed by each party.
3. **License Fee.** Subscriber agrees to pay a total license fee in the amount of **\$108,281.25** in two separate payments. The pricing fee is based on the agreed upon quote attached as Addendum B. The first payment shall be due within 30 days of the execution of this Agreement. For multi-year contracts that are not paid in full upfront, DBQ will invoice the Subscriber several months prior to the due date. Payment must be made by the renewal date each year. Subscriber may also subscribe and pay for multiple years in advance.
4. **Cancellation Policy.** No cancellation will be allowed for 1-year subscriptions.
5. **Records Deletion Policy.** Subscriber acknowledges that The DBQ Project will archive the data from student and teacher accounts June 30th of each year. DBQ will send a warning email to the account administrator 30 days prior. Subscriber's School Administrator shall be responsible for notifying teachers, students and other administrators.
6. **Terms and Conditions.** This Agreement shall be subject to (i) the terms set forth below; (ii) the Terms of Use attached hereto as Addendum C; and (iii) the DBQ Privacy Policy attached hereto as Addendum D
7. **Amendment; Assignment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by all parties to this Agreement. The Subscriber cannot assign its rights or responsibilities under this Agreement to another party without the prior written consent of DBQ.

B-7

Attachment

8. Tax Exemption. If Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes, Subscriber will furnish DBQ with copies of all relevant certificates demonstrating such tax-exempt status within 30 days of the execution hereof.
9. Confidentiality. The terms of this Agreement are confidential and shall not be divulged to any other party absent the consent of each party hereto except as required by law.
10. Subscriber Acknowledgements. By checking the applicable boxes below Subscriber hereby acknowledges as follows:
 - (a) ☐ I have completed the Contact Information (Addendum A)
 - (b) ☐ I have read and accepted the DBQ Terms of Use Policy (Addendum C)
 - (c) ☐ I have read and accepted the DBQ Privacy Policy (Addendum D)
11. If Subscriber wishes, at any time during the term of this Agreement, to add school(s) to the Subscription Agreement, Subscriber and DBQ will execute an addendum to this Agreement substantially in the form of Addendum E. The new school(s) will be subject to the same Terms of this Agreement, including the Terms of Use and Privacy Policy.

Terms of DBQ Subscription Agreement

The following terms and conditions are hereby incorporated into and made an integral part of that certain Subscription Agreement between DBQ and the Subscriber identified therein.

Authorized Users. The term "Authorized Users" shall mean the educators, curriculum director, administrators and students affiliated with Subscriber's school district, and which are identified in Addendum A. Authorized students shall be issued logins and passwords.

COPPA Compliance. Subscriber acknowledges that it is DBQ's policy to comply with the Children's Online Privacy Protection Act (COPPA). It is the Subscriber's responsibility to comply with COPPA and with any consent provisions that may be applicable to them under COPPA. Subscriber further warrants and represents that it will diligently safeguard the personal information of each student having access to DBQ Online and that Subscriber will not post or otherwise communicate personal information of students on the DBQ Online.

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Subscriber to DBQ. The use of proxy servers, such as parents' home computers, is permitted as long as any proxy server IP addresses provided limit the remote access to Authorized Users only.

Authorized Uses. Subscriber and Authorized Users may make use of the DBQ Materials solely as educational materials for teaching school children and not for any commercial purposes.

Display. Subscriber and Authorized Users shall have the right to electronically display the DBQ Materials.

Copyright Notice. Subscriber acknowledges that the DBQ Materials constitute copyrighted intellectual property of DBQ and are to be used solely by Subscriber, and the students under its supervision, for internal classroom study only. Under no circumstance shall the DBQ Materials be disclosed to any other party, in any form, whether in print, video, social media, internet or any other written or digital form or used for any commercial purpose. In the event Subscriber wishes to reproduce or copy the DBQ Materials in any form, Subscriber shall purchase DBQ Print Binders and follow The DBQ Project print copyright policies.

Restrictions on Use of DBQ Materials

Prohibited Use of Materials. Neither Subscriber nor any Authorized User may use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any DBQ Materials in any form, format or media or by means of any technology without obtaining the prior written authorization of DBQ.

Unauthorized Use. Subscriber shall not knowingly permit anyone to share logins or passwords, to remove copyright notices.

Modification of Licensed Materials. Subscriber shall not modify, manipulate, or create a derivative work of the DBQ Materials without the prior written permission from DBQ.

Broadcasting. Subscriber shall not reformat, post, reproduce, broadcast, publish, display, transfer or redistribute any DBQ Materials in any form, format or media by means of any technology, absent the prior written consent of DBQ. In addition, Subscriber shall not post DBQ Materials, nor answers to any student homework or test questions provided by DBQ Online to homework sites, educational sharing groups, mail lists, electronic bulletin boards, newsgroups, content aggregators, file storage services or any other online destination. The foregoing prohibitions include the reproduction of any document-based questions, illustrations, charts, photographs, outlines, text excerpts, or e-books included in the Licensed Materials for any use outside of the authorized classroom.

Commercial Purposes. Subscriber may not use the DBQ Materials for commercial purposes, including but not limited to the sale of the DBQ Materials, fee-for-service use of the DBQ Materials, or bulk reproduction or distribution of the DBQ Materials in any form; nor may Subscriber impose special charges on Authorized Users for use of the DBQ Materials beyond reasonable printing or administrative costs.

Removal of Copyright Notice. Subscriber may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Mutual Performance Obligations

User Surveys. DBQ and Subscriber shall cooperate on the preparation and provision of user surveys to solicit feedback on the DBQ Materials from Authorized Users.

Confidentiality of User Data. Subscriber agrees to maintain the confidentiality of any data relating to its usage of the DBQ Materials. Such data may be used solely for purposes directly related to the DBQ Materials. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Protection of Student Information. All student information will be collected and protected pursuant to the terms of the DBQ Privacy Policy. With respect to any data that could be considered “education records” as defined under the Family Educational Rights and Privacy Act (FERPA) and “school student records” as defined under the Illinois School Student Records Act (ISSRA), DBQ acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the education records, as those terms have been defined under FERPA and its implementing regulations, and DBQ agrees to abide by the FERPA and ISSRA limitations and requirements imposed on school officials. All student information is and will remain the property of Subscriber and under Subscriber’s control. DBQ will use the education records only for the purpose of fulfilling its duties under the Agreement for the Subscriber’s and its Authorized Users’ benefits, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the Subscriber. DBQ will not use the any information submitted by an Authorized User for advertising or marketing purposes unless such use is specifically authorized by this agreement or otherwise authorized in writing by the Subscriber.

Implementation of Developing Security Protocols. Subscriber shall cooperate with DBQ in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

DBQ Performance Obligations

Availability of Licensed Materials. Upon the Effective Date of this Agreement, DBQ shall make the DBQ Materials available to Subscriber and Authorized Users.

Documentation. DBQ will provide and maintain help files and other appropriate user documentation.

Training and Support. DBQ will offer installation support, including assisting with the implementation of any DBQ software. DBQ will provide appropriate training to Subscriber’s staff relating to the use of the DBQ Materials and any DBQ software. DBQ will offer reasonable levels of continuing support to assist Subscriber and Authorized Users in use of the DBQ Materials. DBQ will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

Quality of Service. DBQ shall use reasonable efforts to ensure that DBQ's server or servers have sufficient capacity and rate of connectivity to provide the Subscriber and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Subscriber’s locale.

DBQ shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional DBQ Materials as they become available, and downtime related to the failure of equipment or services outside the control of DBQ, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Subscriber and its Authorized Users.

If access to the DBQ Materials fails, Subscriber shall immediately notify DBQ and DBQ shall promptly use reasonable efforts to restore access to the DBQ Materials as soon as possible. In the event that DBQ fails to repair the nonconformity in a reasonable time, DBQ shall reimburse Subscriber in an amount that the nonconformity is proportional to the total Fees owed by Subscriber under this Agreement.

Notice of Modifications of Licensed Materials. Subscriber understands that from time to time the DBQ Materials may be added to, modified, or deleted from by DBQ and/or that portions of the DBQ Materials may migrate to other formats.

Completeness of Content. DBQ shall use reasonable efforts to ensure that the online content is at least equivalent to print versions of the DBQ Materials, and that such versions represent complete, faithful and timely replications of the print versions of such Materials. Moreover, DBQ agrees to cooperate with Subscriber to identify and correct errors or omissions.

Continued Training. DBQ will provide regular system and project updates to Subscriber as they become available. DBQ will provide additional training to Subscriber staff made necessary by any updates or modifications to the DBQ Materials or any DBQ software.

Notice of Terms of "Click-Through" License Terms. In the event that DBQ requires Authorized Users to agree to terms relating to the use of the DBQ Materials before permitting Authorized Users to gain access to the DBQ Materials (commonly referred to as "click-through" licenses), DBQ shall provide Subscriber with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.

SUBSCRIBER'S Performance Obligations

Notice of License Terms. Subscriber shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the DBQ Materials is granted under this Agreement including, in particular, any limitations on access or use of the DBQ Materials as set forth in this Agreement.

Provision of Notice of Intellectual Property Right to Authorized Users. Subscriber shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the DBQ Materials. Subscriber shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of DBQ in the DBQ Materials. Subscriber shall promptly notify DBQ of any infringement that comes to Subscriber's attention, and take appropriate steps to avoid its recurrence.

Protection from Unauthorized Use. Subscriber shall use reasonable efforts to protect the DBQ Materials from any use that is not permitted under this Agreement and agrees to cooperate with DBQ's security team. In the event of any unauthorized use of the DBQ Materials by an Authorized User, (a) DBQ may terminate such offending Authorized User's access to the DBQ Materials, (b) DBQ may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Subscriber shall terminate such Authorized User's access to the DBQ Materials upon DBQ's request.

No Modification of Licensed Materials. Subscriber shall refrain from altering or modifying the DBQ Materials in any manner without the prior written consent of DBQ.

Maintaining Confidentiality of Access Passwords. Where access to the DBQ Materials is to be controlled by use of passwords, Subscriber shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party.

End User Content. Any end-user content posted by Authorized Users shall, at the option of DBQ, become part of the DBQ Materials. Provided, however, that DBQ assumes no responsibility for any content posted by any other party. Authorized Users should only post end-user content that is their own original work and which does not infringe upon the property rights of others.

Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if DBQ believes that Subscriber has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated.

Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

DBQ warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. Provided, however, that DBQ reserves the right to modify the Licensed Materials any time when, in its sole judgment, such modification is in the best interest of the students.

DBQ warrants that the physical medium, if any, on which the Licensed Materials is provided to Subscriber will be free from defects for a period of ninety (90) days from delivery.

Limitations on Warranties

Notwithstanding anything else in this Agreement:

Disclaimer. DBQ makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. None Of DBQ Online, its affiliates, subsidiaries, or its or their officers, directors, employees or agents (collectively the "DBQ ONLINE PARTIES") endorse any teacher, student, teacher generated content, or performance

data submitted through the services. You acknowledge that the services merely act as a platform that allows students to complete the reading assignments provided by their teachers. None of the DBQ ONLINE PARTIES is a party to, or has any responsibility or liability with respect to any results caused by using the site or the services. We expressly disclaim any and all liability in connection with the foregoing.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and DBQ disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. DBQ makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. DBQ further expressly disclaims any warranty or representation to Subscriber, Authorized Users, or to any third party. In the event of any defects in the delivery or access to the Licensed Materials, DBQ's sole obligation shall be to cure any software defects in the online platform or, if unable to do so, so return a proportional amount of the license fees paid for the applicable student semester.

None of the DBQ Online Parties shall be liable for any damages to, or viruses that may infect an Authorized User's computer equipment or other property on account of the Authorized User's access to or use of the site or the services. An Authorized User's use of the site and the services is entirely at their own risk.

Damage Limitation. In no event shall DBQ be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of revenue, arising out of the use of or the inability to use the DBQ Materials.

Indemnities

DBQ shall indemnify and hold Subscriber and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Subscriber or any Authorized User.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

Governing Law and Jurisdiction

This Agreement shall be interpreted and construed according to and governed by the laws of the State of Illinois, excluding its conflicts of laws principles to the extent any such laws would apply to the laws of another jurisdiction. Notwithstanding the foregoing, DBQ shall be entitled to seek injunctive relief, or other equitable remedies, without the requirement to post a bond, from any court of competent jurisdiction.

Dispute Resolution

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice.

Legal Recourse. If the dispute is not resolved within thirty (30) calendar days after such meeting, then all disputes arising out of or relating to this Agreement shall be finally resolved by arbitration before a single arbitrator conducted in the English language in Chicago, Illinois, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association. The parties shall equally bear the cost of the arbitration, except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration, as determined by the arbitrator.

Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Waiver of Contractual Right

The waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to DBQ: The DBQ Company, 1234 Sherman Avenue, Evanston, IL 60202, Attn: President

If to Subscriber:

Notice of the Use of Digital Rights Management Technology

In the event that DBQ utilizes any type of digital rights management technology to control the access or the usage of Licensed Materials, DBQ agrees to notify Subscriber of the name, contact information and any technical specifications for the digital rights management technology utilized.

Notice of the Use of Digital Watermarking Technology

If DBQ utilizes any type of digital watermarking technology for any element of the Licensed Product, DBQ agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain user-related information such as account number or IP address. If digital watermarking technology is used, DBQ agrees to notify Subscriber, in advance, of the name, contact information, and any technical specifications for the technology used.

Entire Agreement

The Subscription Agreement, the Terms of Use and the Privacy Policy of DBQ collectively constitute the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the license to use the DBQ Materials, whether oral or written.

Intending to be bound, the undersigned, being authorized parties, confirm their acceptance of this Agreement by signing below.

Name of School/District Representative

The DBQ Project

By: _____
Signature Required

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Addendum A: Contact Information

1. Curricular Contact
 - a. First Name _____
 - b. Last Name _____
 - c. Title _____
 - d. E-mail _____
 - e. Phone _____

2. Curricular Contact (alternate)
 - a. First Name _____
 - b. Last Name _____
 - c. Title _____
 - d. E-mail _____
 - e. Phone _____

3. District Technology Contact
 - a. First Name _____
 - b. Last Name _____
 - c. Title _____
 - d. E-mail _____
 - e. Phone _____

4. District Technology Contact (Alternate)
 - a. First Name _____
 - b. Last Name _____
 - c. Title _____
 - d. E-mail _____
 - e. Phone _____

If either the Curricular primary or District Technology primary contacts changes, the District must inform The DBQ Project.

The DBQ Company**ADDENDUM B****Quote**

1234 Sherman Avenue, Ste. 100
Evanston, IL 60202

Tel: 847-475-4007
FEIN 75-3178904

Date	Estimate #
2/14/2017	2017-02-49

Name / Address
Laura Bacon Aiken County Public School District 1000 Brookhaven Drive Aiken, SC 29803

NOTE: A license is school specific and cannot be shared with other schools.

Description	Schools	Cost	Total
Online Middle School Library 7 binders - \$3500 (max price, receive full library of 13 binders) \$3500 x 5 years	11	17,500.00	192,500.00
Online Library Subtotal			192,500.00
25% Multi-Year - Discount with 5 Year Purchase		-48,125.00	-48,125.00
25% Discount Prior Print Customer		-36,093.75	-36,093.75
Cost per site: \$1968.75 per year			
13 Titles: DBQs in US History, DBQs in World History, Mini-Qs in US History V1, Mini-Qs in US History V2, Mini-Qs in World History V1, Mini-Qs in World History V2, Mini-Qs in World History V3, Mini-Qs in Civics, Mini-Qs in Geography, Mini-Qs in Literature V1, Mini-Qs in Literature V2, Mini-Qs in Literature V3, Mini-Qs in Economics			
*Each school should have access to print binders. These are available at a discounted rate of \$225 per binder with purchase of DBQ Online license.		Total	\$108,281.25

Addendum C: Terms of Use

Please read this Terms of Use Policy carefully before using DBQ services. This policy governs your access to and access of DBQ Online. As explained more fully below, DBQ created all of the content that you will have access to on DBQ Online, including the videos, pictures, stories, charts, questions and other materials. We have invested time and effort in making these materials rich resources for staff and students. Your school's contract with DBQ allows staff in your school building and your students to have full access to these materials. Please be aware however, that it does not allow you to share these materials with people outside of your school building. For example, you cannot post any of these materials on your school or District website in a way that would allow others outside of the school to view them.

Summary of Users' Obligations

1. You agree not to violate any copyright or intellectual property rights of The DBQ Project or any third party and to follow all guidelines under the **Intellectual Property and Posting**.
2. You agree to use professional online conduct with the DBQ Online Platform and to abide by all the guidelines under **Online Conduct** and your District's Acceptable Use Policy (AUP).
3. You agree to all **Account Guidelines** including not sharing login credentials. You also agree not to use login credentials that are not your own.

Please make sure to review all assignments given to students. As with all curriculum materials that deal with controversial topics, teachers assume responsibility for the types of documents and materials they share with their students.

General Agreement

The Terms of Use set forth herein constitute an agreement between you and DBQ. By accessing the Site and using the Services you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use as well as the DBQ Privacy Policy available on DBQ Online. If you do not agree to any of these terms, then please do not use the Site or the Services. We reserve the right to modify and update these Terms of Use from time to time.

DBQ Services

DBQ Online uses its proprietary methodology developed for The DBQ Project DBQs and Mini-Qs and has integrated them into a digital platform that retains and enhances our unique teaching techniques through digitized content, online annotations, online tools, and customizable assignments. These features allow teachers to interact with their students using classroom technology.

The DBQ Online platform allows teachers to model The DBQ Project methodology and create assignments for students enrolled in their class. Teachers have the ability to use DBQ Online to teach the DBQ methodology in an online environment. The platform includes both a Teacher mode and a Student mode that enable access to the same enhanced materials available in the DBQ print binders.

DBQ hereby grants you permission to use the Services as set forth in these Terms of Use, provided that: (i) your use of the Services is solely for educational use as an authorized teacher or student; (ii) you may not reproduce, use, sell, transmit, publish, broadcast, create instructional videos or otherwise disseminate or distribute any materials from the Site to anyone, including but not limited to teachers and students in the same school or other organizations, whether or not for a charge or other consideration, in any form or format without prior written authorization by The DBQ Project; (iii) you will comply with the terms outlined in the Privacy Policy, as well as any applicable state and federal laws, including the Children's Online Privacy Protection Act (COPPA).

Intellectual Property and Posting

The Site and the Services contain material, such as software, text, graphics, images, sound recordings, audiovisual works, and other material provided by or on behalf of DBQ Online (collectively referred to as the "DBQ Online Content"). The DBQ Online Content is owned by us or our licensors, and is protected under both United States and foreign laws. The DBQ Online Content includes trademarks, service marks, and logos of DBQ Online and its licensors used and displayed on the Site, which are registered and/or unregistered trademarks or service marks of DBQ Online or its licensors.

Except as otherwise provided in these Terms of Use, you shall have no rights in or to the DBQ Online Content, and you must not:

- Post materials from the Site, nor answers to any homework or test questions provided by the Site to newsgroups, mail lists, electronic bulletin boards, homework sites, content aggregators, file storage services or any other online destination. For example, the posting of any DBQ Project materials on a website such as "TeachersPayTeachers.com," "YouTube," "Vimeo," "Prezi" or any other public site, including your school website, would constitute a material breach of these Terms of Use and an actionable infringement upon the intellectual property rights of The DBQ Project.
- Post any of the following materials on any internal network location outside of the DBQ Online platform:
 - Documents (charts, graphs, photographs, text within documents)
 - Teacher's Tool Kit
 - Literacy Strategies
 - Professional Development Videos
 - Screencasts and FAQs
 - Screenshots of Documents and Background Essays
 - Sample Essays
 - Bucket Page
 - Background Essays
 - Or any other DBQ Project Print or DBQ Online Content
- Remove any copyright or other proprietary notices contained in the original DBQ Online Content on any copy you make of the DBQ Online Content;
- Sell, transfer, assign, license, sublicense, or modify the DBQ Online Content or use the DBQ Online Content for any public or commercial purpose;

- Use or post the DBQ Online Content on any other website or in a networked computer environment;
- Use DBQ Online to violate any laws in your jurisdiction or the jurisdiction of the United States. You may not post any content that constitutes personal information of students (as defined by COPPA), violates the copyright, trademark or other intellectual property rights of DBQ or a third party;

DBQ Online respects the intellectual property of others, and we ask you and our other users to do the same. DBQ Online may disable and/or terminate a user's account and notify school administrators if we determine that the user is violating applicable copyright or other intellectual property rights of DBQ Online or any other third party.

Posting. The DBQ Online platform gives the right to teachers and students to download answers to embedded questions, document analysis sheets, outlines and student essays. This work can be shared with teachers and other students in the same classroom, but cannot be posted on the public sites. If The DBQ Project finds this restricted material on public sites, Districts will be asked to remove it and repeated offense may lead to termination of accounts.

Account Guidelines

YOU UNDERSTAND THAT LOGIN CREDENTIALS MAY NOT BE SHARED WITH OTHERS OR OTHERWISE DISCLOSED TO UNAUTHORIZED THIRD PARTIES FOR ANY PURPOSE WHATSOEVER. Compliance with the following guidelines is mandatory:

- You are solely responsible for the confidentiality of your user account, as well as for its use and misuse. You will promptly inform us of any need to deactivate a user name or password. DBQ reserves the right to delete or change your user name and/or password at any time should we in our sole discretion deem such action to be necessary.
- You are responsible for all transactions that occur from within your account or under your screen name. You are responsible for keeping your password secure. You must immediately notify The DBQ Project of any breach of security or unauthorized use of your account. The DBQ Project is not liable for losses caused by unauthorized use of your account. You, however, may be liable to The DBQ Project or others for such unauthorized use.
- The use of the Services requires the creation of a personal account. You may never use another user's account. You may never share your account information with another user.
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

Online Conduct

You must exhibit professional online conduct when using DBQ Online including the following:

- You agree not to employ automated systems (including crawlers, spiders, robots, etc.) that send more requests to www.dbqonline.com and www.dbqproject.com servers than possible to do by a human using a conventional web-browser in the same amount of time.
- You may not use DBQ Online for any illegal, illicit, or unauthorized purposes. Users agree to comply with all local laws and school acceptable use policies regarding online conduct and acceptable content. International users, outside of the United States, agree to comply with all local laws and schools acceptable use policies regarding online conduct and acceptable content usage.
- You will not interfere with or attempt to interrupt the proper operation of the Site, or the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Site, or the Services through hacking, password or data mining, or any other means.
- You agree not to modify, adapt, or impair any service on DBQ Online or its derivative products or services. Additionally, you agree not to falsely imply association with The DBQ Project or DBQ Online.
- You may not transmit any code, worms, or viruses or destructive code to the DBQ Online Service or to hosts such code on this web services.
- You will not spam or use the Site, or the Services to engage in any commercial activities, including, without limitation, raising money; advertising or promoting a product, service, website, or company; or engaging in any pyramid or other multi-tiered marketing scheme;

Teacher Generated Content. This Site is to be used strictly to host DBQ Project proprietary educational materials and is not designed to accept any contributions from the users hereof. Therefore, you may not post content through DBQ Online Services (hereinafter, “Teacher Generated Content”). You should only post content that is your own original work. The views and opinions expressed in any third party content do not necessarily reflect the views of The DBQ Project and users who post content shall be solely responsible for such content. DBQ Project does not prescreen user content. Therefore, Teachers who use the text box to add comments to certain materials are expected to adhere to standards of good taste and professionalism and must refrain from posting inappropriate comments that may be read by students. Accordingly, The DBQ Project reserves the right to remove Teacher Generated Content that does not adhere to our Terms of Use Guidelines, or that is offensive or otherwise unacceptable to us in our sole discretion.

Schools and Districts are responsible for any and all content (data, text, information, screen name, graphics, photos, profiles, audio, video clips, links, or any information that you contribute to the DBQ Online Service) that you submit, post, create, and display on DBQ Online.

Acceptable Use Policies are the responsibility of the district when it comes to teacher and student use of the Site. None of the DBQ Online, its affiliates, subsidiaries, or their officers, directors, employees or agents endorse any teacher, student, teacher generated content, or performance data submitted through the services. You acknowledge that the services merely act as a platform that allows students to complete the reading assignments provided by their teachers.

Students must abide by their District's Acceptable Use Policy in the use of DBQ Online. The DBQ Project is not responsible for any inappropriate content posted on DBQ Online by the student user. Students must not share passwords or use other teacher or student's accounts.

Any violation of the foregoing requirements will warrant your immediate removal from the DBQ Online site and will be reported to your District. It is important to review these over time. Your cooperation is appreciated.

Compliance with Applicable Laws

You are solely responsible for ensuring compliance with the laws of your specific jurisdiction and the jurisdiction of the United States, including COPPA.

Changes in Terms of Use and Service and Termination

We may terminate these Terms of Use and your access to all of any part of the Site, or the Services for violation of these Terms of Use or of the DBQ Subscription Agreement or the DBQ Privacy Policy. DBQ Online also reserves the right to remove any user's account containing Content, which in its sole judgment, may be unlawful, offensive, inappropriate for students, threatening, libelous, defamatory, obscene or otherwise objectionable or violates intellectual property rights or violates the Terms of Use.

Limited Warranty

DBQ represents that it is the bona fide owner of the DBQ Materials and has the legal right and authority to provide the Services to Authorized Users as set forth in these Terms of Use.

The provisions on warranty and damage limitation, as set forth in the Terms and Conditions of DBQ Subscription Agreement, apply to you and are incorporated into this Terms of Use.

Indemnification

Unless otherwise specified by the final contract, you agree to defend, indemnify, defend and hold the DBQ Online Parties harmless from and against any and all claims, actions, or demands and relating costs, damages and liability (including, without limitation, reasonable attorneys' fees) arising or resulting from: (i) your breach of these Terms of Use; (ii) your access to, use, or misuse of the Site, or the Services; (iii) any Teacher General Content provided through your account; (iv) your violation of any third-party right, including without limitation any copyright, trademark, property, or privacy right; and (v) any claims brought against DBQ Online Parties by a Student as a result of any of your acts or omissions.

Questions or comments regarding DBQ Online, including any reports of non-functioning links, should be submitted using our email address support@dbqproject.com or via U.S. mail to The DBQ Project, 1234 Sherman Suite 100, Evanston, IL 60201. We will respond in a timely manner.

Addendum D: Privacy Policy

The DBQ Project's goal is to provide excellent teaching tools in a cutting-edge online learning environment. Alongside enhancing student learning, protecting your privacy is a top priority. We created this Privacy Policy so you know how we collect, protect, use and share information gathered on the DBQ Site.

This Privacy Policy governs the use of our web-based Site that students will be using in their classrooms and on their home devices. By using our Site, you are confirming that you are an authorized user and you are agreeing to the terms of this Privacy Policy and our terms of use.

Information We Collect and How We Use It

DBQ collects information needed to enable you to use our programs and services. We only collect the first and last name of the student, along with their email address, so we can set up an account for your student to access our Site. DBQ also collects the first and last name of the teacher, email address, school and district to allow teachers to access DBQ Online materials and to submit questions to us for technical assistance.

During your use of the Site you may create content in the course of teaching or studying the DBQ Materials and DBQ may store and link such content to your account. We archive all of this data at the end of each school year.

DBQ Online is interactive. Our platform allows students and teachers to share their content by downloading answers, notes and essays to a text format outside of DBQ Online. Since these downloads are outside our Site, we do not control or monitor these downloads. As with any online activity, we encourage you to avoid including personal information about yourself or others in downloads that will be shared or that can become public, and we encourage teachers to talk with their students about not including sensitive personal information in any resource or lesson used on the Site.

We may use a third-party service, such as Google Analytics, to collect anonymous visitor data on the Site. We would use this service to collect information about your computer like IP addresses, browser types (such as Internet Explorer, Chrome, Firefox, Mozilla, Safari and others), the accessing app, or referring pages and websites. We use Cookies to collect information about your use of our Site. Cookies are described in more detail below.

We collect this data so that we can manage and improve our Site and your experience using our resources. We use the information that you provide to figure out traffic patterns on our site, to track how our services are being provided online and to ensure that our services are secure. In collecting this data, we do not identify any individual user.

When We Share Data

Our goal is to provide learning resources so we never sell or share your data for marketing or sales purposes.

We only share data in the following circumstances:

- When you give us permission to do so.
- With your teachers and school staff.
- If we are required to do so to comply with the law or with direction from the courts or other authorities.
- If DBQ goes through a business transition, such as merging with another company or being acquired by another company, your personal information will, in most instances, be transferred to the new company.
- When we need to share with third parties to help run our Site, like our third-party data storage company. These third parties are only permitted to use your personal information to help run our Site.

Our Security Practices

We maintain a security program that is designed to protect the security, privacy, confidentiality and integrity of the student personal information that is submitted to our Site, including by using SSL and secure firewalls and storing our data in highly secure AWS data centers. We collect only limited amounts of personal information and our limited use of outside services helps to secure against unintended transfer of personal information.

Although we take great measures to ensure the security of the personal information entrusted to us, no company can guarantee that there will never be a security breach. However, if there ever is such a security breach, we will do everything we can to protect your personal information. Should a breach occur, DBQ will work with the school to notify parents of all affected student users. DBQ's response to a breach is fully detailed in its Data Breach Policy.

Modifications to This Privacy Policy

DBQ may make changes to this policy from time to time. Any changes to our privacy policy will be posted on the Site so that you are always aware of what information we collect and how we use it. We encourage you to review this privacy policy on a regular basis so you can see any changes that we make. Any changes become effective immediately once we notify you by posting the new policy. Because we take student data protection very seriously, no material changes to the collection, use and sharing of student data will be made without the school agreeing to it in writing.

We Comply With State and Federal Laws

DBQ takes the privacy of student data very seriously. It is DBQ's policy to comply with all applicable state and federal laws, including the Children's Online Privacy Protection Act (COPPA). We work in partnership with our schools and our parents to ensure that any consent provisions that may be applicable are met and our hope is that schools will diligently safeguard the personal information of each student having access to DBQ Online and will not post or otherwise communicate personal information of students on the DBQ Online.

International Users

If you access DBQ Online from outside the United States, your connection may be through and to servers located in your country or the United States. Any information you provide may be processed and maintained in the United States on servers and/or other network systems operated by us or for our benefit. Regardless of where you live, you consent to have your personal

information transferred, processed and stored in the United States, and allow us to use and collect your personal information in accordance with this Privacy Policy. If you access the site from and/or reside outside of the United States, your information may be stored, transmitted and shared in accordance with U.S. data privacy laws which may not be equivalent to those in effect in your country. You expressly agree that you will not use the site with any expectation of greater privacy rights than those to which you have expressly agreed as stated in this Privacy Policy.

California Users

California Education Code § 49073.1 requires that technology services agreements entered into, amended, or renewed by an LEA on or after January 1, 2015 must follow specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. DBQ's Online Subscription Agreement and this Privacy Policy incorporated therein meet the requirements under California Education Code § 49073.1. The Subscriber is responsible for ensuring compliance with California Education Code § 49073.1.

Cookies and Other Technology Used to Collect Information

With the use of cookies and other technologies, DBQ may receive and store certain types of information about you whenever you interact with this Site.

Cookies are small text files that we transfer to your local device, through your web browser, to

(a) speed your navigation on the Site, (b) recognize you and your access privileges, (c) track your usage and preferences of the Site, (d) detect the existence of any cookies previously set by our server, and (e) identify certain information on how and when you accessed the Services such as type of browser, operating system, domain names, IP addresses and the like. The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. You can also disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the website of its manufacturer.

Cookies allow you to take full advantage of this Site (disabling cookies may prevent proper functioning of certain parts of the Services), so we recommend that you leave them turned on for our Site.

DBQ may also use single pixel images, web beacons and other similar technology (collectively "Beacons") to (a) track your usage of the Site, (b) track response rates to certain activities and promotions within the Site and in marketing campaigns, and (c) identify certain information on how and when you accessed the Site such as type of browser, operating system, domain names, IP addresses and the like.

How to Remove Data From Our Site

DBQ respects the right of parents to view and modify their account information at any time. In the event you wish to delete your account, contact information and any personal information relating to your child or student from DBQ Online, kindly contact us.

If you have any questions or concerns about the Privacy Policy please contact support@dbqproject.com.