Master License and Service Agreement

This Master License and Service Agreement ("Agreement" or "MLSA") is made and entered into by and between Lincoln Library Press Inc ("Vendor"), having its principal offices at PO Box 201849, Cleveland, Ohio 44120, and the Albany-Schoharie-Schenectady-Saratoga BOCES ("Customer"), having its principal offices at 900 Watervliet-Shaker Road, Albany NY 12205. Vendor and Customer sometimes referred to here, individually, as "Party," and collectively, as the "Parties."

Boards of Cooperative Educational SERVICES ("BOCES"), including Customer, are municipal corporations organized and existing under Section 1950 of the New York Education Law, and are authorized to provide cooperative educational services to school districts in New York State pursuant to cooperative educational service agreements ("CoSers") approved by the New York State Education Department.

Customer is authorized to issue requests for proposals, award and enter into contracts for the purchase of instructional software applications that can be made available to school districts as part of applicable approved CoSers, on behalf of itself and other BOCES across New York State that participate in the DREAM Consortium. Through Customer's procurement process, Lincoln Library Press Inc, has been identified and accepted by Customer as a provider of educational databases, as more fully described herein (the "Product(s)).

As Customer and several other BOCES throughout New York State have expressed an interest in offering the Product(s) to school districts as part of the applicable CoSers, Customer wishes to make the Product(s) available through the DREAM Consortium. Accordingly, the Parties have entered into this Agreement to set forth the terms upon which the Product(s) will be made available by Customer to itself and to other BOCES and school districts through the DREAM Consortium.

1. **Term and Termination:**

    The Effective Date of this Agreement shall be July 1, 2021. The initial term of this Agreement shall commence on the effective date and continue until June 30, 2022. At the end of the initial one year contract term upon mutual agreement of the Parties, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Customer may terminate the contract for cause upon thirty (30) days written notice, should the Vendor be in default of the contract. Customer reserves the right to terminate the contract immediately if the Vendor fails to meet and complete schedules, and/or otherwise perform in accordance with the scope of services. Breach of contract or default authorized Customer to award to the next lowest respondent or purchase service elsewhere and charge the full increase in cost to the defaulting respondent.

2. **Scope of Services:**

    Acting as an independent contract, Vendor will provide the Product(s) as more fully described and at the prices stated in **Exhibit A**, attached to this Agreement and incorporated by reference. Any services related to the Product(s) to be provided by Vendor, including but not limited to consulting, educational, hosting, system

administration, training or maintenance and support service ("Services"), shall be as more fully described within this Agreement and at the prices stated in **Exhibit A,** attached to this Agreement and incorporated by reference.

3. **Grant of License:**

    3.1   The Product(s) are provided under license. Vendor grants to Customer, as a participating BOCES in the DREAM Consortium on behalf of Customer, and to each other BOCES that is a participant in the DREAM Consortium, a non-assignable, non-transferable and non-exclusive license to utilize the Product(s) pursuant to the terms and conditions set forth herein. Vendor further grants to each individual school district that contracts for the Product(s) with BOCES through the DREAM Consortium by a non-assignable, non-transferable and non-exclusive license to utilize the Product(s) pursuant to the terms and conditions set forth herein. For purpose of the licenses granted by Vendor pursuant to this Agreement, Customer, each other BOCES, and each individual school district as described herein may also be referred to individually as a "Licensee" and collectively as "Licensees." Licensees shall not assign, sublicense or otherwise encumber or transfer the Product(s) without the prior written consent of the Vendor. Nothing herein shall act to transfer any interest in the Product(s) to any Licensee, and title to and ownership of the Product(s) shall at all times remain with the Vendor.

    3.2   Vendor may terminate the license granted to a Licensee under this Agreement if the Licensee fails to comply with any terms and conditions of this Agreement that are specifically applicable to that entity as a Licensee. Within five (5) days of receipt of such termination, the Licensee shall return all materials related to the Product(s) and, to the extent applicable, arrange with Vendor to remove the Product(s) from the computers located at the Licensee's sites or under the direct control of Licensee.

    3.3   Vendor warrants that it has full power and authority to grant the rights herein described. Vendor's obligation and liability under this Section 3 shall be to obtain any authorization necessary to make effective the grant of license to Licensees to use the Product(s), in such a manner or method as determined by the Vendor, at the Vendor's own cost and expense.

4. **Use of Products, Protection of Application and Confidential Information:**

    4.1   Product(s) shall be utilized only at such licensed sites as shall be designated by Licensees (or utilized in a cloud environment as designated by Licensees) and shall be used solely for the benefit of Licensees. Licensees shall not permit or provide for transfer or reproduction of the Product(s), or any portion thereof, to be placed on a computer not at the Licensee's designated sites or under the direct control of the Licensee, by physical or electronic means, unless specifically authorized by Vendor and/or as otherwise provided in this Agreement.

    4.2   The Product(s) are protected by copyright law. Vendor hereby confirms that Vendor is the owner of the copyright in the Product(s) described in **Exhibit A,** as well as an authorized source or reseller for the Product(s) in the state of New York. Licensees shall not make or allow others to make copies or reproduction of the Product(s), or any portion thereof in any form without the prior written consent of Vendor and/or as otherwise provided in this Agreement. The unauthorized copying,

distribution or disclosure of the Product(s) is prohibited and shall be considered a material breach of this Agreement.

4.3 Except as expressly stated herein, no Licensee may alter, modify, or adapt the Product(s), including but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language state of the Product(s) or any part thereof, without the prior written consent of Vendor.

4.4 Licensees shall be the sole owner and custodian of any information or data transmitted to, received, or manipulated by the Product(s), except as otherwise specifically set forth in this Agreement.

4.5 **Confidential Information.** Each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" for the purposes of this subparagraph means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential natural of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Vendor shall include the Software and (b) the Confidential Information of Customer shall include personally identifiable information regarding its and other Licensees' end users provided in connection with the Product(s). Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Disclosures of Confidential Information that are required to be disclosed by law or legal process shall not be considered a breach of this Agreement as long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure to the extent allowed by law.

4.6 **Vendor Obligations Under NYS Education Law 2-d.** For Student Data or Teacher and Principal Data, as such terms are defined in New York Education Law Section 2-d, Vendor shall comply with all terms, conditions and obligations as set forth in the Data Sharing and Confidentiality Agreement incorporated into this Agreement by reference as **Exhibit D.** In the event that Vendor receives, stores or maintains Student Data, or Teacher and Principal Data provided to it by a Licensee, whether as a cloud provider or otherwise, the Vendor assumes all risks and obligations in the event of a breach of security of such data. Vendor shall not subcontract or assign its obligation to store or maintain Student State or Teacher and Principal Data provided to **it** pursuant to

this Agreement to a third-party cloud provider unless granted specific prior written permission from Customer

5. **Representations, Warranties and Disclaimers:**

      5.1   **Mutual.** Each Party represents and warrants that it has the power and authority to enter into this Agreement and that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party, except as otherwise provided herein.

      5.2   **Intellectual Property.** Vendor warrants that use of the Product(s) does not infringe any United States patent, copyright, or trade secret. Vendor will indemnify Customer and any other applicable Licensee and hold it or them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with any allegation that the use of the Product(s) provided hereunder infringed upon any United States patent or pending application for letters patent or constituted an infringement of any trademark or copyright. Customer or the other Licensee, as applicable, will notify Vendor in writing of such suit, claim, action, proceeding or allegation(s). Vendor shall have sole control of the defense. Customer or the other Licensee, as applicable, shall provide reasonable information and assistance to the Vendor at the Vendor's expense.

      5.2.1   Vendor shall have the right to make such defense by counsel of its choosing and Customer or the other Licensee, as applicable, shall cooperate with said counsel and Vendor therein.

      5.2.2   If the Product(s) are held to infringe, or in Vendor's opinion is likely to be held to infringe, any United Stated Patent or pending applications for Letters Patent, or any Trademark or Copyright, Vendor shall, in addition to its obligations as set forth in paragraph 5.2 and 5.2.1 above, at its expense., (a) secure the right for Customer or the other Licensee, as applicable, to continue use of the Product(s) or (b) replace or modify the Product(s) to make it non-infringing. If commercially reasonable efforts to perform the foregoing are unsuccessful, Customer or the other Licensee, as applicable, shall be entitled to a pro-rata refund of fees paid by the Customer or the Licensee to Vendor pursuant to this Agreement, calculated as of the date Customer or the Licensee, as applicable, was prohibited from using the Product(s).

      5.2.3   Vendor shall have no obligation with respect to any such claim of infringement based upon modifications of machines or programming made by Customer or any other Licensee without Vendor approval, or upon their combination, operation, or use with apparatus, data, or programs not furnished by Vendor by Customer or any other Licensee, without Vendor's approval.

      5.3   **Warranties**. Vendor represents and warrants that (a) the Product(s) will perform substantially in accordance with the specifications set forth in the then-current Documentation, if any, for such Product(s), and that (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the

Product(s) or Services, reported to Vendor by Customer or any other Licensee, Vendor shall make commercially reasonable efforts to correct such non-conformance. In the event that Vendor is unable to correct such non-conformance, Vendor will provide Customer or the other Licensee, as applicable, with replacement or repair of defective Product(s), re-performance of Services, or a pro-rata refund of fees paid pursuant to this Agreement, calculated as of the date of commencement of any period of non-conformance.

 5.4 Remedies available to Customer or any other Licensee for damage or loss to the Product(s) shall be the repair or replacement of the Product(s) or a pro-rata refund of fees paid pursuant to this Agreement, calculated as of the date of commencement of the damage or loss. Vendor shall have no liability or responsibility for damage or loss to the Product(s) caused by any alteration or modification by a Licensee not authorized by Vendor, or for damage or loss arising out of the malfunction of Licensee's equipment or other software not supplied by Vendor.

 5.5 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE PRODUCT(S) AND SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE PRODUCT(S) WILL PERFORM OR OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FUNCTIONS CONTAINED IN THE PRODUCT(S) WILL MEET ANY LICENSEE'S PARTICULAR REQUIREMENTS OR PURPOSE.

 5.6 **Customer Representations and Warranties.** Customer hereby represents and warrants to Vendor:

  5.6.1 That all BOCES that are participating in the DREAM Consortium, including Customer, have agreed to be bound by the terms of this Agreement and perform their specific obligations as participating BOCES herein.

  5.6.2. That all BOCES that are participating in the DREAM Consortium, including Customer, will take reasonable measures to ensure that all of the sites used by BOCES and school district Licensees within their jurisdiction will meet the systems and network minimum requirements set forth on **Exhibit C,** attached to this Agreement and made a part hereof.

  5.6.3 That all BOCES that are participating in the DREAM Consortium, including Customer, will take steps to ensure that BOCES and school district Licensees within their jurisdiction use their best efforts to make staff available for training in how to utilize the Product(s) as requested by Vendor.

6. **Indemnification:**

 To the fullest extent permitted by law, the Contractor agrees to hold harmless, indemnify and defend the Albany-Schoharie-Schenectady-Saratoga Board of Cooperative Educational Services , all its employees/representatives, and all participating school districts, from and against all claims, damages, losses and expenses (including, without limitations, legal expenses on a solicitor and client basis) arising out of, or in consequence of, any and all acts, omissions, or negligence of the Contractor. Further, the

Contractor agrees to hold harmless, indemnify and defend the BOCES, all its employees/representatives, and all participating school districts from and against all suits, actions and proceedings by whomsoever made, brought, or prosecuted, and in any manner based upon arising out of, related to, occasioned by, or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right, by the articles, methods, processes, or act employed by, or plans, drawings, specifications or other written data provided by the Contractor or its employees in concert with providing services.

7. **Fees and Payment:**

    7.1   **License Fees.** In consideration of the licenses granted to all Licensees as described herein, and the Services to be performed by Vendor, Customer agrees that each participating BOCES (including Customer) shall pay Vendor the applicable fees set forth in **Exhibit A** on behalf of each Licensee within its jurisdiction that participates in the applicable CoSers during any fiscal year within the Initial Term of this Agreement or any Renewal Term.

    7.2   **Pricing.** The fees set forth in **Exhibit A** shall be applicable during the period July 1, 2021through June 30, 2022 (the first fiscal year within the Initial Term of this Agreement). Vendor will provide to Customer proposed new pricing for each succeeding fiscal year within the Initial Term of this Agreement (or each succeeding fiscal year within any Renewal Term) by November 1 of each fiscal year by notification to Annie Gersztoff or by certified letter addressed to 900 Watervliet-Shaker Rd., Albany NY 12205. Annie Gersztoff will work with the Vendor to evaluate and accept pricing to be applicable during each succeeding fiscal year. The Parties shall revise **Exhibit A** as needed to reflect any new prices as mutually agreed. If no notification is received by November 1 of any fiscal year, the fees established for the then current fiscal year will remain in effect for the subsequent fiscal year.

    7.3   **Quotes.** Quotes applicable to any BOCES or school district Licensees based in the fees set forth in **Exhibit A** shall be provided to each BOCES Contact (including Customer's) or his/her designee. The Vendor will not provide quotes directly to any school district Licensees. Each quote will reference the DREAM Consortium contract number. Each participating BOCES (including Customer) will issue a purchase order to Vendor on behalf of each Licensee within its jurisdiction that wishes to participate in the applicable CoSers.

    7.4   **Invoices.** When invoicing Customer, Vendor shall send invoices addressed to 900 Watervliet-Shaker Road, Albany NY 12205 (Attention: Annie Gersztoff); any other invoices shall be sent by Vendor to the other participating BOCES initiating the request. Vendor shall contact the BOCES contact at each other participating BOCES to receive the proper invoicing address. Payment shall be made by each participating BOCES (including Customer) within forty-five (45) days of either completion of the activation of the Product(s) at the site of a Licensee, or the implementation meeting for service.

    7.5.   **Withdrawal.** Vendor acknowledges that due to the nature of BOCES services, individual Licensees may from time to time, during the Initial Term of this

Agreement or any Renewal Term, withdraw from or choose not to renew their participation in the applicable BOCES service for a subsequent fiscal year. Each participating BOCES (including Customer) shall provide written notification to Vendor of any such withdrawal or non-renewal by any Licensee within its jurisdiction no later than thirty (30) days prior to its effective date (typically July 1ˢᵗ), without penalty. Upon receipt of notification, Vendor shall securely delete or otherwise destroy any and all Protected Data received from that Licensee remaining in the possession of Vendor or any of its subcontractors or other authorized persons or entities to whom it has disclosed the Protected Data; if requested by the Licensee, Vendor will assist in exporting all Protected Data previously received back to the Licensee prior to deletion. Vendor will provide Customer and the Licensee with written certification from an appropriate officer that these requirements have been satisfied in full. For purposes of this subsection 7.5, "Protected Data" shall have the same meaning as set forth in the Data Sharing and Confidentiality Agreement incorporated into this Agreement by reference as **Exhibit D.** Notwithstanding the non-renewal or withdrawal of any Licensee, the terms of this Agreement shall continue in full force and effect with respect to Customer and any other remaining BOCES or school district Licensees.

8. **Implementation Assistance Services and Training Support:**

      8.1   Training. The Vendor will provide initial training, at no cost, to Customer's staff and the staff of each participating BOCES so that they are able to turn key and train school district Licensees using RIC/BOCES accounts or Product(s) provided to the RIC/BOCES at no cost, at four (4) sites during each year of this Agreement. These accounts will be fully active within the system and not simply a training site. This training should be in person and be robust whereas the BOCES staff developers are able to provide the support and professional development to the school district Licensee in order to promote a successful implementation. The Vendor will provide on-site training and installation to the BOCES staff as outlined in **Exhibit B,** attached and incorporated herein by reference.

      8.2   Use of Training Materials. Customer, all other participating BOCES, and all school district Licensees may use the entire Vendor provided training materials, on an ongoing basis, at no cost. Customer, all other participating BOCES, and all Licensee school districts may modify the Documentation for use solely within the Licensee school districts that have purchases the Product(s) pursuant to this Agreement.

      8.3   Training Logins & Sites. The Vendor will provide Customer and all other participating BOCES the Product(s) or application logins and demo sites, at no cost, for utilizing the Product(s) while training Licensee school districts. The Vendor will provide administrative logins to Customer and all other participating BOCES for each Licensee school district in order for Customer and all other participating BOCES, as owners of the equipment/licenses, to manage and maintain accounts as required by the State Department of Education.

9. **Technical Support Services:**

9.1 Technical support and updates provided by Vendor shall include assistance and consultation by phone to assist Customer, any other participating BOCES, or any school district Licensee in resolving problems with the use of the Product(s), at no charge.

9.2 Vendor shall provide support for the Product(s) for at least (1) year following any notification by Vendor to Customer, any other participating BOCES, or any school district Licensee that the Product(S) has been discontinued.

9.3 All requests for assistance to Vendor by Customer, any other participating BOCES, and/or any school district Licensee to resolve problems which cause the software to become "inoperative" will be acknowledged by Vendor by phone within twenty-four (24) hours during Vendor's normal support hours. For less severe problems, Vendor must acknowledge the request for assistance by phone within forty-eight (48) hours.

9.4 Vendor also agrees to provide the following technical support services to Customer, any other participating BOCES, and any school district Licensee:

9.4.1 Toll Free Number support 800-516-2656 *[Tech Support]* from [9:00] A.M. to [4:30] P. M. EST (Eastern Standard Time) or owls@factcite.com.

9.4.2 Bug Correction – Vendor shall use its best efforts to correct any software bugs in the Product(s). Customer, any other participating BOCES, and any school district Licensee shall allow Vendor in each instance the opportunity to make repeated efforts within a reasonable time to correct any such bugs.

9.4.3 Training, free of charge, for technical staff of Customer and/or any other participating BOCES to install or upgrade any equipment. This training can be provided via webinar.

9. **Applicable Law:**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to that State's choice-of-law provisions. In the event a dispute arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve such dispute by negotiation. In the event the Parties are unable to resolve such dispute by negotiation, the matter shall be reviewed in any court of competent jurisdiction located in the County of Albany, State of New York and the Parties hereby agree to submit to personal jurisdiction in any such court.

10. **Force Majeure:**

Notwithstanding anything to the contrary contained herein, neither Party shall have any liability to the other Party for any default or delay in performance of its obligations hereunder to the extent attributable to unforeseen events beyond the reasonable control of the Party. Such events shall include but not be limited to, natural disasters or "acts of God;" war; acts of public enemies; terrorism; flood; government action; orders of regulations; fire; civil disturbance or unrest; work stoppage or strike; unusually severe weather conditions; disease, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restriction (each, a "Force Majeure" event). Vendor's performance of some or all of its obligations hereunder may also cease at any time upon mutual written agreement

between the Parties. Any warranty period affected by a Force Majeure event shall be extended for a period equal to the duration of such Force Majeure event.

11. **Consent to Breach Not Waiver:**

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent to breach shall be in writing and signed by the Party granting the waiver or consent. If either Party grants a waiver or consent to a breach of a term or provision of this Agreement, such waiver or consent shall not constitute or be construed as a waiver of or consent to any other or further breach of that term or provision or any other different or subsequent breach of any other term or provision.

12. **Severability:**

If any term, clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed severed from the Agreement.

13. **Risk of Loss or Damage:**

Vendor and its insurers agree at a minimum to assume all risks of loss and damage to the Product(s) during transportation expect for loss or damage caused by the gross negligence of Customer, any other participating BOCES, and/or any school district Licensee.

Vendor assumes all risks for injuries to or death of its employees and for damage to its tangible property, excluding damage to data, while on the premises of, or traveling to or from, facilities of Customer, any other participating BOCES, and/or any school district Licensee. Vendor shall provide assistance to recover or resolve any damaged data to the reasonable satisfaction of Customer, any other participating BOCES, and/or any school district Licensee. Vendor will be required to procure and maintain at its own expense, the following insurance coverage:

(a) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Limit Per Occurrence/Aggregate
Property Damage	$1,000,000/ $2,000,000
Bodily Injury	$1,000,000/ $2,000,000
Personal Injury	$1,000,000/ $2,000,000

Customer shall be named as an additional insured on all liability.

14. **Amendment:**

This Agreement may be amended by Customer and Vendor provided that any such changes or modifications shall be in writing signed by the parties hereto.

15. **Headings:**

The Headings of the paragraphs and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

16. **Notices:**

Except as otherwise provided in this Agreement, all notices required hereunder shall be in writing and sent by certified mail, return receipt requested to the Party at the address written above, or such other address as noticed to the other Party.

17. **Conflict of Interest:**

Vendor represents and warrants that Vendor presently has no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Vendor's obligations under this Agreement. Vendor further represents and warrants that it has not employed nor retained any person or company, other than a bona fide employee working solely for Vendor or the Vendor's bona fide agent, to solicit or secure any agreement with any other participating BOCES or any school district Licensee. Further, Vendor represents that Vendor has not paid, given, or agreed to pay or give any company or person, other than a bona fide employee working solely for Vendor or the Vendor's bona fide agent, any fee, commission, percentage, brokerage fee, gift, contribution, or any other consideration contingent upon or resulting from the award or making of any agreement with any other participating BOCES or any school district Licensee. Upon discovery of a breach or violation of the provisions of this paragraph, Customer shall have the right to terminate this Agreement in accordance with subsection 1.3, however, it may do so immediately and without providing Vendor the opportunity to cure such breach or violation.

18. **Employment Practices:**

Vendor warrants that there shall be no discrimination against any employee who is employed in the work covered by the Agreement, or against any applicant for such employment, because of race, religion, color, sex, age or national origin. This shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay or other tools of compensation, and selection for training, including apprenticeship. Vendor shall insert similar provisions in any authorized subcontracts for the performance of Services covered by this Agreement.

19. **Executory Clause:**

This Agreement shall be deemed executory only to the extent of monies appropriated and available to Customer or any other BOCES or school district Licensee for the purpose of this Agreement, and no liability on account thereof shall be incurred by Customer or any other BOCES or school district Licensee beyond the amount of such monies. The Agreement is not a general obligation of Customer or any other BOCES or school district Licensee. Neither the full faith and credit nor the taxing power of any school district Licensee is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or to make monies available from the purpose of this Agreement.

20. **Non-Assignment:**

This Agreement shall be binding on the Parties and on their successors and assigns. Vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any amendment thereto, or its power to perform

the obligations required by this Agreement to any other person or corporation without the previous consent, in writing, of Customer; and any attempts to assign the Agreement without Customer's prior written consent are null and void.

21. **Entire Understanding:**

This Agreement and all Exhibits attached hereto constitute the entire understanding between Customer and Vendor.

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

Date **02/16/2021** _____

BOCES

By _____ *Nancy delPrado* _____

6B6701D5E00676768BD2580761FD7594   contract**works**.

Board Authorized Signature

Date 1/26/21 _____

Vendor

By _____

EXHIBIT A

[See attached.]

EXHIBIT B

[See attached.]

EXHIBIT C

[See attached.]

Exhibit A

FactCite 🦉 Lincoln Library Online

Product	List Price	DREAM Price	Subscription includes access to the databases listed	District Price 3-9 schools (5% discount if 3-9 subscribing schools in a district)	District Price 10+ schools (10% discount if 10 or more subscribing schools in a district)	Small School Discount (5% discount if 500 students or less)
Individual Databases						
FactCite: 123	$162/bldg	**$143/bldg**	FactCite 123	$136/bldg	$129/bldg	$136/bldg
FactCite: 123 Lingo	$298/bldg	**$268/bldg**	FactCite 123 Lingo FactCite 123	$255/bldg	$241/bldg	$255/bldg
FactCite: 123 Lingo Add On *must have a subscription to FactCite 123 to be eligible for Add on*	$136/bldg	**$125/bldg**	FactCite 123 Lingo Add On *must already have a subscription to FactCite 123 or a bundle that includes access to FactCite 123 to be eligible for Add On price	$119/bldg	$113/bldg	$119/bldg
FactCite: American History	$113/bldg	**$100/bldg**	American History	$95/bldg	$90/bldg	$95/bldg
FactCite: Biography for Beginners	$113/bldg	**$100/bldg**	Biography for Beginners	$95/bldg	$90/bldg	$95/bldg
FactCite: Countries & Cultures	$113/bldg	**$100/bldg**	Countries & Cultures	$95/bldg	$90/bldg	$95/bldg

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Lincoln Library Press, Inc. • 812 Huron Road E STE 401 • Cleveland, Ohio 44115
216 / 781-9594 • 216 / 781-9559 fax

FactCite — Lincoln Library Online

Product	List Price	DREAM Price	Subscription includes access to the databases listed	District Price 3-9 schools (5% discount if 3-9 subscribing schools in a district)	District Price 10+ schools (10% discount if 10 or more subscribing schools in a district)	Small School Discount (5% discount if 500 students or less)
FactCite: Defining Moments in U.S. History	$259/bldg	**$233/bldg**	Defining Moments in U.S. History	$221/bldg	$210/bldg	$221/bldg
FactCite: Essential Information	$156/bldg	**$141/bldg**	Essential Information	$134/bldg	$127/bldg	$134/bldg
FactCite: Milestone Documents	$298/bldg.	**$268/bldg**	Milestone Documents Online	$255/bldg	$241/bldg	$255/bldg
FactCite: Science & Technology	$113/bldg	**$100/bldg**	Science & Technology	$95/bldg	$90/bldg	$95/bldg
FactCite: World Mythology	$113/bldg	**$100/bldg**	World Mythology	$95/bldg	$90/bldg	$95/bldg
Bundles						
FactCite Book Companion (available for renewing subscribers only)	n/a	**$253/bldg**		n/a	n/a	n/a

FactCite — Lincoln Library Online

Product	List Price	DREAM Price	Subscription includes access to the databases listed	District Price 3-9 schools (5% discount if 3-9 subscribing schools in a district)	District Price 10+ schools (10% discount if 10 or more subscribing schools in a district)	Small School Discount (5% discount if 500 students or less)
FactCite: U.S. History Bundle	$364/bldg	**$321/bldg**	-American History -Defining Moments in U.S. History -U.S. & World Biography -Shapers of Society	$305/bldg	$289/bldg	$305/bldg
FactCite: U.S. History Bundle PLUS (New 2021-2022)	$573/bldg	**$515/bldg**	-American History -Defining Moments in U.S. History -U.S. & World Biography -Shapers of Society -Milestone Documents Online	$489/bldg	$463/bldg	$489/bldg
FactCite: Biographies Bundle	$353/bldg	**$318/bldg**	-Biography for Beginners -U.S. & World Biographies -Shapers of Society -Sports Champions	$302/bldg	$286/bldg	$302/bldg
FactCite: Essential Biographies	$269/bldg	**$238/bldg**	-U.S. & World Biographies -Shapers of Society -Sports Champions	$226/bldg	$214/bldg	$226/bldg

FactCite Lincoln Library Online

Product	List Price	DREAM Price	Subscription includes access to the databases listed	District Price 3-9 schools (5% discount if 3-9 subscribing schools in a district)	District Price 10+ schools (10% discount if 10 or more subscribing schools in a district)	Small School Discount (5% discount if 500 students or less)
FactCite: K-8 Bundle	$415/bldg	**$366/bldg**	-FactCite 123 -American History -Biography for Beginners -Countries & Cultures -Science & Technology -World Mythology	$348/bldg	$329/bldg	$348/bldg
FactCite: Complete PLUS (New 2021-2022)	$1075/bldg	**$968/bldg**	-FactCite 123 -American History -Biography for Beginners -Countries & Cultures -Defining Moments in U.S. History -Essential Information -Science & Technology -Shapers of Society -Sports Champions -U.S. & World Biographies -World Mythology -Milestone Documents Online	$919/bldg	$871/bldg	$919/bldg

FactCite 🦉 Lincoln Library Online

Product	List Price	DREAM Price	Subscription includes access to the databases listed	District Price 3-9 schools (5% discount if 3-9 subscribing schools in a district)	District Price 10+ schools (10% discount if 10 or more subscribing schools in a district)	Small School Discount (5% discount if 500 students or less)
FactCite:Complete Legacy (available for renewing subscribers only)	$866/bldg	**$779/bldg**	-FactCite 123 -American History -Biography for Beginners -Countries & Cultures -Defining Moments in U.S. History -Essential Information -Science & Technology -Shapers of Society -Sports Champions -U.S. & World Biographies -World Mythology	$740/bldg	$701/bldg	$740/bldg
FactCite: Middle/High School Bundle	$810/bldg	**$730/bldg**	-American History -Biography for Beginners -Countries & Cultures -Defining Moments in U.S. History -Essential Information -Science & Technology -Shapers of Society -Sports Champions -U.S. & World Biographies -World Mythology	$694/bldg	$657/bldg	$694/bldg

www.TheLincolnLibrary.com
publisher of FactCite Lincoln Library Online • www.FactCite.com
Lincoln Library Press, Inc. • 812 Huron Road E STE 401 • Cleveland, Ohio 44115
216 / 781-9594 • 216 / 781-9559 fax

FactCite · Lincoln Library Online

Product	List Price	DREAM Price	Subscription includes access to the databases listed	District Price 3-9 schools (5% discount if 3-9 subscribing schools in a district)	District Price 10+ schools (10% discount if 10 or more subscribing schools in a district)	Small School Discount (5% discount if 500 students or less)
FactCite: Pick 4 Database Bundle **(Please be sure to specify on order form which 4 databases were selected)**	$353/bldg	**$318/bldg**	**Choose 4 databases from the following list:** -American History -Biography for Beginners -Countries & Cultures -Science & Technology -World Mythology -Shapers of Society -Sports Champions -U.S. & World Biographies	$289/bldg	$274/bldg	$289/bldg

*Custom quotes for system-wide purchasing available upon request

Exhibit B

All BOCES/SLS offices have complimentary access to all FactCite databases. (This has been in place since around 2012.)

C. Statistics

1. Lincoln Library Press, Inc., emails cumulative usage statistics (July 1 through June 30) to every subscriber on (or around) the first day of each month. Usage statistics reports may be generated on demand anytime. Usage statistics reports may be emailed to the school with a copy to the BOCES/SLS person designated.

2. Usage statistics reports do not comply fully with COUNTER Code of Practice standards.

D. Training

1. Lincoln Library Press, Inc., will provide training for all librarians, teachers, and students at subscribing schools/districts as needed, at no additional cost. FactCite Lincoln Library Online is simple to use; students require little training to navigate FactCite databases.

2. All training will be coordinated through the BOCES / SLS personnel.

E. Pricing

Lincoln Library Press, Inc., acknowledges and agrees to the requirements listed on page RFP6 regarding pricing, including:

1. Guarantee lowest price in New York State for every resource title offered; pricing will not increase during the 2021-22 school year.
2. Will negotiate only with the Capital Region BOCES and not with individual school districts
3. Subscriptions will be for a one-year term.
4. Will not quote or advertise DREAM pricing to individual New York State librarians or school districts, BOCES, or BOCES RIC personnel. Inquiries will be directed to local BOCES/SLS for consortia pricing.
5. Cost proposal (see Attachment C) has complete product listing, pricing, and cost comparison that includes list price and proposed DREAM pricing.

F. Contact Information

Contract administrator: Susan Gall, sgall@factcite.com
phone: 216/781-9594
fax: 216/781-9559

Order placement: Lincoln Library Press, Inc.,
PO Box 201849
Cleveland, OH 44120

Exhibit C

E. Additional information

Lincoln Library Press, Inc., is known for its excellent customer service.

III. Plan Implementation

A. Product Information

1. **Brief product descriptions** (see Attachment A)

2. **System requirements:** FactCite Lincoln Library Online requires that the subscribing institution control access to its subscription to FactCite databases through IP address/range, username/password combination, or unique URL. FactCite Lincoln Library Online databases are accessed through the Internet. FactCite is device neutral and FactCite databases display well on all devices, including smartphone, tablets, laptop computers, Chromebooks, desktop computers.

3. **Sample agreement** (Attachment B). Please note: A signed agreement is not a requirement before a school or district can subscribe to FactCite databases from Lincoln Library Press, Inc.

4. **Product sales information** (Attachment A), with no pricing included.

B. Access

Lincoln Library Press, Inc., authenticates FactCite subscription access by any of the methods listed here:

- IP address or range
- Username/password. Note: usernames must be unique. Lincoln Library Press is not able to support the generic username/unique password method as of October 2020. If this is a requirement of the DREAM consortium subscribing schools, we will consider developing the technology to support it. (We could support the reverse, i.e., unique username, generic password.)
- Unique user URL

Lincoln Library Press, Inc., sends all details related to a FactCite subscription within 48 hours of receiving the purchase order; BOCES/SLS personnel are copied on all correspondence with subscribing schools.

All subscribers receive unlimited remote access, accomplished by the agreed-upon authentication method.

EXHIBIT __D__

DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE
Agreement

1.   **Purpose**

(a)   This Exhibit supplements the LINCOLN LIBRARY PRESS ("AGREEMENT") to which it is attached, to ensure that the AGREEMENT conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d").   This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of BOCES Parents Bill of Rights for Data Security and Privacy signed by LINCOLN LIBRARY PRESS, and the Supplemental Information about the Agreement that is required to be posted on BOCES website.

(b)   To the extent that any terms contained within the AGREEMENT, or any terms contained within any other Exhibits attached to and made a part of the AGREEMENT, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that LINCOLN LIBRARY PRESS has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the AGREEMENT, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2.   **Definitions**

Any capitalized term used within this Exhibit that is also found in the AGREEMENT will have the same definition as contained within the AGREEMENT.

In addition, as used in this Exhibit:

(a)   "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that LINCOLN LIBRARY PRESS receives from a Participating Educational Agency pursuant to the AGREEMENT.

(b)   "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that LINCOLN LIBRARY PRESS receives from a Participating Educational Agency pursuant to the AGREEMENT.

(c)   "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to LINCOLN LIBRARY PRESS' Product.

(d)   "Participating Educational Agency" means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use LINCOLN LIBRARY PRESS's Product pursuant to the terms of the AGREEMENT.

3.   **Confidentiality of Protected Data**

(a)   LINCOLN LIBRARY PRESS acknowledges that the Protected Data it receives pursuant to the AGREEMENT may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.

(b)   LINCOLN LIBRARY PRESS will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and BOCES policy on data security and privacy.   LINCOLN LIBRARY PRESS acknowledges that BOCES is obligated under Section 2-d to adopt a policy on data security and privacy, but that adoption may not occur until a date subsequent to the effective date of the AGREEMENT. BOCES will provide LINCOLN LIBRARY PRESS with a copy of its policy as soon as practicable following adoption, and LINCOLN LIBRARY PRESS and BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure LINCOLN LIBRARY PRESS' continued compliance with Section 2-d.

4.   **Data Security and Privacy Plan**

LINCOLN LIBRARY PRESS agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with BOCES Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by LINCOLN LIBRARY PRESS and is set forth below.

Additional elements of LINCOLN LIBRARY PRESS's Data Security and Privacy Plan are as follows:

(a)   In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with BOCES data security and privacy policy,   LINCOLN LIBRARY PRESS will: [Lincoln Library Press does not receive any Protected Data, nor does it collect data on any individual database users.]

(b)   In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the AGREEMENT, LINCOLN LIBRARY PRESS will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the AGREEMENT:
[Lincoln Library Press does not receive any Protected Data, nor does it collect data on any individual database users.]

(c)   LINCOLN LIBRARY PRESS will comply with all obligations set forth in BOCES "Supplemental Information about the AGREEMENT" below.

(d)   For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, LINCOLN LIBRARY PRESS has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows:
[Employees of Lincoln Library Press are aware of the federal and state laws governing confidentiality of Protected Data. Lincoln Library Press does not receive any Protected Data, nor does it collect data on any individual database users.

(e)   LINCOLN LIBRARY PRESS [*check one*] _____ will _x_ will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the AGREEMENT. In the event that LINCOLN LIBRARY PRESS engages any subcontractors, assignees, or other authorized agents to perform its obligations under the AGREEMENT, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in BOCES "Supplemental Information about the AGREEMENT," below.

(f)   LINCOLN LIBRARY PRESS will manage data security and privacy incidents that implicate Protected Data, including identify breaches and unauthorized disclosures, and LINCOLN LIBRARY PRESS will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section ____ of this Data Sharing and Confidentiality Agreement.

(g)   LINCOLN LIBRARY PRESS will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the AGREEMENT is terminated or expires, as more fully described in BOCES "Supplemental Information about the AGREEMENT," below.

5.   **Additional Statutory and Regulatory Obligations**

LINCOLN LIBRARY PRESS acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the AGREEMENT and the terms of this Data Sharing and Confidentiality Agreement:

(a)   Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).

(b)   Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist LINCOLN LIBRARY PRESS in fulfilling one or more of its obligations under the AGREEMENT.

(c)   Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.

(d) Not disclose any personally identifiable information to any other party, except for authorized representatives of LINCOLN LIBRARY PRESS using the information to carry out LINCOLN LIBRARY PRESS's obligations under the AGREEMENT, unless:

      (i)   the parent or eligible student has provided prior written consent; or

      (ii)   the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

(e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;

(f) Use encryption technology that complies with Section 2-d, as more fully set forth in BOCES "Supplemental Information about the AGREEMENT," below.

(g) Provide notification to BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section _____ of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by LINCOLN LIBRARY PRESS or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.

(h) Promptly reimburse BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to LINCOLN LIBRARY PRESS or its subcontractors or assignees.

6. **<u>Notification of Breach and Unauthorized Release</u>**

(a) LINCOLN LIBRARY PRESS shall promptly notify BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after LINCOLN LIBRARY PRESS has discovered or been informed of the breach or unauthorized release.

(b) LINCOLN LIBRARY PRESS will provide such notification to BOCES by contacting Michele Jones directly by email at Michele.jones@neric.org or by calling (518) 464-5139 (office).

(c) LINCOLN LIBRARY PRESS will cooperate with BOCES and provide as much information as possible directly to the General Counsel or designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date LINCOLN LIBRARY PRESS discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the LINCOLN LIBRARY PRESS has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for LINCOLN LIBRARY PRESS representatives who can assist affected individuals that may have additional questions.

(d)   LINCOLN LIBRARY PRESS acknowledges that upon initial notification from LINCOLN LIBRARY PRESS, BOCES, as the educational agency with which LINCOLN LIBRARY PRESS contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). LINCOLN LIBRARY PRESS shall not provide this notification to the CPO directly. In the event the CPO contacts LINCOLN LIBRARY PRESS directly or requests more information from LINCOLN LIBRARY PRESS regarding the incident after having been initially informed of the incident by BOCES, LINCOLN LIBRARY PRESS will promptly inform General Counsel or designees.

(e)   LINCOLN LIBRARY PRESS will consult directly with General Counsel or designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

PARENTS' BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY

Albany-Schoharie-Schenectady-Saratoga BOCES (BOCES) is committed to protecting the privacy and security of personally identifiable information about students who attend BOCES instructional programs in accordance with applicable law, including New York State Education Law Section 2-d.

To further these goals, BOCES wishes to inform parents of the following:

(1) A student's personally identifiable information cannot be sold or released for any commercial purposes.

(2) Parents have the right to inspect and review the complete contents of their child's education record.

(3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

(4) A complete list of all student data elements collected by the State is available for public review at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

(5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints may be directed to the NYS Chief Privacy Officer by writing to the New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer via email at: CPO@mail.nysed.gov.

BY THE LINCOLN LIBRARY PRESS:

Susan Gall

See attached Privacy Policy.

Signature

Vice President

_____
Title
April 14, 2020

_____
Date

SUPPLEMENTAL INFORMATION

ABOUT THE AGREEMENT BETWEEN
Albany-Schoharie-Schenectady-
Saratoga BOCES AND LINCOLN LIBRARY
PRESS

BOCES has entered into An Agreement ("AGREEMENT") with LINCOLN LIBRARY PRESS ("LINCOLN LIBRARY PRESS"), which governs the availability to Participating Educational Agencies of the following Product(s):

LINCOLN LIBRARY PRESS
Exams

Pursuant to the AGREEMENT, Participating Educational Agencies may provide to LINCOLN LIBRARY PRESS, and LINCOLN LIBRARY PRESS will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data").

Exclusive Purpose for which Protected Data will be Used: Lincoln Library Press does not receive any Protected Data, nor does it collect data on any individual database users. See attached Privacy Policy.

To be completed by LINCOLN LIBRARY PRESS:

The exclusive purpose for which LINCOLN LIBRARY PRESS is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. LINCOLN LIBRARY PRESS agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the AGREEMENT. Protected Data received by LINCOLN LIBRARY PRESS, or any of LINCOLN LIBRARY PRESS's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that LINCOLN LIBRARY PRESS engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the AGREEMENT (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of LINCOLN LIBRARY PRESS under the AGREEMENT and applicable state and federal law. LINCOLN LIBRARY PRESS will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: [*Describe steps the LINCOLN LIBRARY PRESS will take*]

Duration of AGREEMENT and Protected Data Upon Expiration:

- The AGREEMENT commences on [*date*] and expires on [*date*]. Upon expiration of the AGREEMENT without renewal, or upon termination of the AGREEMENT prior to expiration, LINCOLN LIBRARY PRESS

will securely delete or otherwise destroy any and all Protected Data remaining in the possession of LINCOLN LIBRARY PRESS or its assignees or subcontractors. If requested by a Participating Educational Agency, LINCOLN LIBRARY PRESS will assist that entity in exporting all Protected Data previously received for its own use, prior to deletion.

- At BOCES request, LINCOLN LIBRARY PRESS will cooperate with BOCES as necessary in order to transition
  Protected Data to any successor LINCOLN LIBRARY PRESS(s) prior to deletion.
- LINCOLN LIBRARY PRESS agrees that neither it nor its subcontractors, assignees, or other authorized agents will retain any copy, summary or extract of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, LINCOLN LIBRARY PRESS and/or its subcontractors, assignees, or other authorized agents will provide a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to LINCOLN LIBRARY PRESS, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to LINCOLN LIBRARY PRESS by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data LINCOLN LIBRARY PRESS receives will be stored on systems maintained by LINCOLN LIBRARY PRESS, or by a subcontractor under the direct control of LINCOLN LIBRARY PRESS, in a secure data center facility located within the United States. The measures that LINCOLN LIBRARY PRESS will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: LINCOLN LIBRARY PRESS (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

FactCite Lincoln Library Online Privacy Policy may be found here: http://www.factcite.com/media/privacy.html; text is provided here.

Privacy Policy

We do not gather, collect, or store information that would identify individual visitors to this site.

Consequently, FactCite does not collect or maintain information on individual students or patrons.

- There is no information on individual students for parents to delete.
- There are no encrypted data relative to an individual student or patron.
- Data on individual students or patrons are not retained for any purpose, educational or otherwise.

Should we in the future begin to retain student or patron data, we will update our policy on this page and pledge that:

- We will send an email notification to all subscribers notifying them of the change before it is implemented and include prominent notification on the site that a change will be or has been made and to include a prominent statement on the website the first time the user logs on following the change.
- We will provide an opportunity for new consent (i.e., notice and choice) for any material changes to this privacy policy.
- We will not share student data with third parties.
- We will support access to student personal information to parents and students for review and correction whether the access is through the company or through the school, teacher, or educational entity.
- We will not retain student personal information for longer than necessary to deliver services or for school purposes. This means that personal information will not be kept in backups or not be deleted because of data commingling.
- We will maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks—such as unauthorized access or use, or unintended or inappropriate disclosure—through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
- That subscriber contract with future companies will be consistent with Pledge principles and will allow users a choice to send information to the future entity.