

REGISTRATION AGREEMENT

This REGISTRATION AGREEMENT ("Agreement") is made as of February 1, 2018 (the "Effective Date"), by and between TURNITIN, LLC, a California limited liability company ("Turnitin") and OLD SAYBROOK PUBLIC SCHOOLS BOARD OF EDUCATION ("Institution" or "Customer" or "Board").

The Agreement consists of this Registration Agreement, including Exhibit A (Services Pricing Agreement), and Exhibit B, (Student Data Confidentiality).

1. **OVERVIEW.** Turnitin has developed and operates a unique service that allows educational institutions to check student work for possible textual matches against Internet-available resources and its own proprietary database (the "Service"). Institution desires to protect and promote academic integrity in its curriculum and students and wishes to subscribe to the Service as a tool for detecting and preventing plagiarism.
2. **SERVICES LICENSE GRANT.** During the Term and subject to Institution's compliance with the terms and conditions of this Agreement, Turnitin hereby grants to Institution a non-transferable, non-exclusive license to use the Service. This license shall extend to instructors employed by the Institution ("Instructors"), but only for their use in classes offered through Institution and provided that Instructors shall be subject to the terms and conditions of this Agreement and shall be bound by its provisions as members of Institution. Institution shall be responsible for ensuring their Instructors comply with the terms of this Agreement. No other license is granted by implication, estoppel or otherwise.
3. **USE OF SERVICE.** With respect to use of the Service, Institution shall:
 - a. abide by the Acceptable Use Policy set forth in the Usage Policy for the Turnitin.com site, incorporated herein by this reference, as may be revised by Turnitin from time-to-time. Any such revisions to the Acceptable Use Policy will be posted on the Turnitin.com site. Continued use of the Service shall constitute Institution's and its Instructors' acceptance of future revisions to the policy;
 - b. use the Service only in connection with classes offered in its own curriculum, to its own students ("Students") for the purpose of submitting Student work for evaluation and shall not rent, lease or provide access to or benefits from the Service to any other institution or individual;
 - c. use reasonable efforts to retain the confidentiality of any Service passwords;
 - d. not make statements to Students that Institution is using the Service in a given class when such class is not registered (Note: even within a particular class using the Service, for purposes of fairness and equal application, Turnitin strongly recommends requiring Student submission of all papers rather than submission by Instructors only of papers singled out by Instructor);
 - e. consider Turnitin's strong recommendation that the course syllabus of each course making use of the Service carry a notice substantially to the effect of the following: "Students agree that by taking this course all required papers may be subject to submission for textual similarity review to Turnitin.com for the detection of plagiarism. All submitted papers will be included as source documents in the Turnitin.com reference database solely for the purpose of detecting plagiarism of such papers. Use of the Turnitin.com service is subject to the Usage Policy posted on the Turnitin.com site." If use of the Service is instituted after distribution of the syllabus, then Institution shall consider Turnitin's strong recommendation that equivalent written notice is provided by the Instructor to the Students;
 - f. consider Turnitin's strong recommendation that students enrolling at Institution receive clear notice similar to paragraph 3(e) above in their student handbook or comparable communication at the time of enrollment; and, Turnitin may, in its sole discretion, suspend Institutions or any of its Instructor's or Student's access to the Service to (i) prevent damages to, or degradation of, the Service; (ii) comply with any law, regulation, court order, or other governmental request; (iii) otherwise protect Turnitin from potential legal liability; or (iv) address a breach of the Acceptable Use Policy set forth in the Usage Policy for the Turnitin.com site. Turnitin shall use reasonable efforts to provide Institution with notice prior to or promptly following any suspension of the Service. Turnitin shall restore access to the Service as soon as the event giving rise to suspension has been resolved.
4. **SIMILARITY REPORTS AND SOURCE DATABASE.** With respect to reports evaluating textual sources ("Similarity Reports") and the database of source documents ("Source Database"), Institution agrees:
 - a. to maintain any Turnitin's notices (including legal notices relating to Turnitin's proprietary rights (e.g., copyright and trademark notices) and disclaimer on the Similarity Reports;
 - b. to exercise its independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in a submitted paper under the acknowledgement and understanding that the Similarity Reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism;
 - c. any disclosure of an Similarity Report to any third party is at the Institution's own risk; and,
 - d. all papers submitted by Institution and/or its Instructors and Students shall be retained in the Source Database solely for the purposes of using such papers as source material to detect potential plagiarism of such papers in the future, for access by the instructor as an archive of submitted work, and for peer review if the instructor enables such option, except as expressly authorized by Students and/or Instructors.
5. **TURNITIN OBLIGATIONS.** Turnitin agrees to:
 - a. enable Instructors and/or account administrators to create Instructor accounts and enable Students to create Student accounts in the Service, subject to their agreement to be bound by and adherence to, as applicable, this Agreement, and the Usage Policy on the Turnitin.com Site;

- b. create an Similarity Report for each submitted paper and to use reasonable efforts to make such Similarity Report available online for a period of one hundred and eighty (180) days after the set archive date for a class, with subsequent access, as available, to be provided via request to www.turnitin.com/help;
- c. use reasonable efforts to protect the security of accounts, passwords and the Source Database;
- d. comply with the then current Privacy Policy posted on the Turnitin site, incorporated herein by this reference.

6. OWNERSHIP. As between the parties, subject to the licenses granted herein and the underlying ownership rights of Students in and to the submitted papers, Turnitin owns all rights in and to the Service and all materials created by the Service, including the format of Similarity Reports, and all intellectual property rights related thereto. With the exception of the limited license granted in Section 2, nothing contained herein shall be construed as granting Institution, Instructors, or Students any right, title, or interest in Turnitin's intellectual property or proprietary information. All rights in such items are expressly reserved to Turnitin.

7. PRICING AND PAYMENT. Pricing shall be per applicable order or Turnitin's Service Pricing Agreement ("SPA"), a model of which is incorporated herein as Exhibit A. The SPA shall also include the maximum usage of the Service permitted to Institution and Institution agrees not to exceed such usage without purchasing additional usage as per the SPA. All payments are due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by Connecticut law.

8. SUPPORT. Turnitin shall provide reasonable email and phone support to Institution via Institution's sole appointed primary account administrator during Turnitin's normal support hours, with any additional support provided according to the terms of an Additional Support Agreement to be entered into by the parties.

9. TERM AND TERMINATION.

a. **Term.** The term ("Term") of this Agreement shall consist of an initial Term and any renewal Terms. The initial Term of this Agreement shall commence on the date set forth in the SPA and extend for a period of one (1) year or for the period of time specified in the SPA. Thereafter, the Agreement may be renewed on the mutual agreement of the parties for additional one (1) year renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be presented with reminders when logging onto the Service regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the renewal Term will be subject to the mutual agreement of the parties.

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

c. **Survival.** Sections 3(d), 4, 5(c)-(d), 6, and 9-13 shall survive any expiration or termination of this Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

10. AVAILABILITY. Turnitin shall use commercially reasonable efforts to make the Service available for access over the Internet at least 98% of the time during each month of the Term, except for scheduled maintenance and repairs, failures related to Institution's systems and Internet access, and any interruption in the Service due to causes beyond the control of Turnitin or that are not reasonably foreseeable by Turnitin, including, without limitation: loss or theft of data; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failure; failures or default of third party software, vendors, or products; and communications, network/internet connection, or utility interruption or failure. In the event Turnitin fails to achieve the foregoing availability requirement, Turnitin shall use commercially reasonable efforts to correct such loss or interruption as quickly as practicable.

11. WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY AND LIABILITY CAP

a. **Warranty.** Turnitin warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third party content) does not infringe the intellectual property rights of any third party. During the Term, Turnitin warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on Turnitin's site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Service is limited in scope by a finite database of material with which to compare a submitted work, a search process that might not have indexed the material that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that Reports indicate the possibility of textual matches only and that the actual determination of plagiarism is a matter subject to the professional judgment of Institution acting alone.

b. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 11(a) ABOVE, THE SERVICE (INCLUDING THE SIMILARITY REPORTS) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICE WILL BE TIMELY, SECURE OR ERROR-FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY CONNECTICUT LAW.

THE SERVICE IS ACCESSED AND USED OVER THE INTERNET. INSTITUTION ACKNOWLEDGES AND AGREES THAT

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

- c. **Limitation of Liability.** REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY CONNECTICUT STATE LAW, INSTITUTION AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICE; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF A SIMILARITY REPORT TO ANY THIRD PARTY, OR (III) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
- d. **Liability Cap.** TO THE EXTENT ALLOWED BY CONNECTICUT STATE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID TO TURNITIN BY INSTITUTION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVEN RISE TO LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS TURNITIN'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.
- e. **Third-Party Products.** In connection with the Service, Turnitin may make available to user, or Customer may separately license certain third party products (collectively, the "Third Party Products"). Except as otherwise provided in the third party licensor's license agreement, if any, accompanying the Third Party Products, Customer shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third Party Products solely in connection with the Services. EXCEPT AS OTHERWISE PROVIDED IN THE THIRD PARTY LICENSOR'S LICENSE AGREEMENT, IF ANY, ACCOMPANYING THE THIRD PARTY PRODUCTS, THE THIRD PARTY PRODUCTS ARE PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND AND TURNITIN AND THE THIRD PARTY LICENSOR DISCLAIM ALL WARRANTIES WITH RESPECT TO THE THIRD PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TURNITIN OR THE THIRD PARTY LICENSOR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

12. INDEMNIFICATION. TO THE EXTENT ALLOWED BY CONNECTICUT STATE LAW, Institution shall defend and indemnify Turnitin and hold it and its affiliates, officers, directors, employees, agents, and licensors ("Indemnified Parties") harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by the Indemnified Parties as a result of any claim, judgment, or adjudication related to or arising from: (a) Institution's breach of its obligations under this Agreement; or (b) Institution's decision not to follow Turnitin's strong recommendations set forth in Section 3(c)-(f). To qualify for the foregoing indemnity obligation, the Indemnified Parties must: (i) give Institution prompt written notice of any claim; and (ii) allow Institution to control, and fully cooperate with Institution in, the defense and all related negotiations.

13. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the United States of America and the State of Connecticut excluding its conflict of laws rules. The parties hereby consent to the exclusive personal jurisdiction of and venue in the federal or state courts located in the jurisdiction in which the defendant in any such action resides.

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

ACKNOWLEDGED AND AGREED, as of the Effective Date:

TURNITIN, LLC

By: _____



Date: 2/1/18

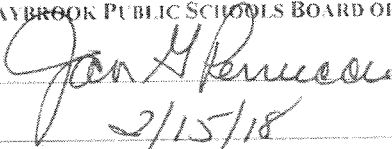
Print Name: Laura DiPiano for Chris Caren

Print Title: CEO

2101 Webster Street, Suite 1800, Oakland CA 94612

OLD SAYBROOK PUBLIC SCHOOLS BOARD OF EDUCATION

By: _____



Date: 2/15/18

Print Name: Jan G. Ferruccio

Print Title: Superintendent

Address: 50 Sheffield St.

Old Saybrook, CT
06475

EXHIBIT A
SERVICES PRICING AGREEMENT

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

PRICING: Institution shall pay a Service fee ("Fee") in the total amount of \$3,441.88 US**, for a Turnitin Feedback Studio License (including Similarity Check, Online Grading and Peer Review) for up to 550 Students at Old Saybrook Senior High School for the Term. The Service shall include Extended Helpdesk, unlimited submissions of papers, unlimited classes and unlimited Similarity Reports for the Term. If indicated below, the Fee also includes Training fees as applicable.

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

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

TERM: The Term is twelve ^{14.5}~~(12)~~ months, from **April 16, 2018** through **June 30, 2019**.

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

- In-Person Training [type].
 Online Training [type].

ACKNOWLEDGED AND AGREED, as of Effective Date:

TURNITIN, LLC

By: _____

Date: 12 February 2018

Print Name: Laura DiPiano for Chris Caren

Print Title: CEO

2101 Webster Street, Suite 1800
Oakland CA 94612

OLD SAYBROOK PUBLIC SCHOOLS BOARD OF EDUCATION

By: _____

Date: _____

Print Name: _____

Print Title: _____

Billing Address: _____

Billing Email Address: _____

EXHIBIT B

Old Saybrook Board of Education (the "Board") and Turnitin, LLC ("Contractor") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

Article I. Definitions: For purposes of this Agreement, "directory information," "de-identified student information," "personally-identifiable information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16--189. "Education records" shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR-- 99.67 (as amended).

Article II. Purpose of Agreement: The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to the Contractor in connection with Contractor's provision of one or more of the following professional and non-instructional services (check those applicable):

- Medical consultation
- Special education consultation or audit
- Academic program consultation or audit (non-special education)
- Behavior intervention/Positive behavior intervention supports consultation or audit
- Information technology consultation or audit
- X Student data storage, maintenance, collection and/or analysis
- X Other (explain): Personally Identifiable Information – first name, last name, email address if provided, and submitted papers

Article III. General Provisions:

- . All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
- . The Board may request that the Contractor delete student data in the Contractor's possession by sending such request to the Contractor by electronic mail. The Contractor will delete the requested student data within two (2) business days of receiving such a request.
- . The Contractor shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.
- . If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board's Confidentiality and Access to Education Records Policy.

Article IV. Security and Confidentiality of Student Data: The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

- . Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111--5, §1 3402(h)(2), 42 U.S.C. § 17932;
- . Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45

C.F.R. 164.312;

. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data:

. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content.

. During the entire effective period of this Agreement, the Board shall have control of any and all student data provided to or accessed by the Contractor. If a student, parent or guardian requests deletion of student data, the Contractor agrees to notify the Board immediately, but no later than two (2) business days after receiving such a request, and agrees to not delete such student data because it is controlled by the Board. The contractor shall destroy any and all student data within a reasonable period of time if the Board requests the deletion of such student data.

. The Contractor shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by the Board.

. The Contractor shall not sell, rent or trade student data. In the event the Contractor merges or is purchased by another entity, the Contractor must notify the Board in writing and receive written approval from the Board prior to providing for any purpose any student data covered under this Agreement to its successor.

Article VI. Data Breaches:

. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Contractor shall provide initial notice to the Board as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to the applicable campus' Turnitin Administrator and shall include the following information, to the extent known at the time of notification:

Date and time of the breach;

1. Names of student(s) whose student data was released, disclosed or acquired;
2. The nature and extent of the breach;
3. The Contractor's proposed plan to investigate and remediate the breach.

. Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

. The Contractor agrees to cooperate with the Board with respect to investigation of the breach and to reimburse the Board for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16--189.


. Notwithstanding the breach notifications required in this Article, the Contractor shall provide the Board with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16--189. The copy of such notice shall be provided to the Board by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in the Contractor's notice of breach to a student or parent or guardian of a student:

- . Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;
- . Date and time of the breach.


Article VIII. Choice of Law, Choice of Forum, Merger, Severability:

- . Choice of Law. The parties agree that this agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut.
- . Choice of Forum. The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.
- . Amendment. This Agreement may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.
- . Severability. A court finding of invalidity for any provision of this Agreement does not invalidate other provisions or applications that are not affected by the finding.

This Agreement is effective upon execution by both parties and shall continue until the 30th Day of June 2019.



Jan Perruccio
Superintendent of Schools
Old Saybrook Board of Education



Turnitin, LLC

Date: 2/15/18

Date: 2/1/18

Signature Certificate

Document Reference: TKI4CZJDTIBHT22HDSF3WN

RightSignature
Easy Online Document Signing



Laura DiPiano
Party ID: ILHH3IHK6LTECIFYC3I5K
IP Address: 199.47.85.103
VERIFIED EMAIL: ldipiano@turnitin.com

Multi-Factor
Digital Fingerprint Checksum

6d6aa9ae30bab23f2960a90745ab5c97e3da38d1



Timestamp

2018-02-01 12:52:31 -0500

2018-07-01 12:55:00 -0400

2018-07-01 12:55:31 -0400

2018-02-01 12:54:00 -0500

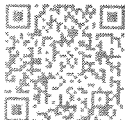
Audit

All parties have signed document. Signed copies sent to: Laura DiPiano and Angela Rhee.

Document signed by Laura DiPiano (ldipiano@turnitin.com) with drawn signature. - 199.47.85.103

Document viewed by Laura DiPiano (ldipiano@turnitin.com). - 199.47.85.103

Document created by Angela Rhee (arhee@turnitin.com). - 199.47.85.103



This signature page provides a record of the online activity executing this contract.

Signature Certificate

Document Reference: ITCETNJ3K4R6D5AP3L9HNV

RightSignature
Easy Online Document Signing



Laura DiPiano
Party ID: X8X38JJV9KBUHAR3BMMH7P
IP Address: 199.47.85.103
VERIFIED EMAIL | ldipiano@turnitin.com

Multi-Factor
Digital Fingerprint Checksum

28d0b1e4e5f4f5f02fdc1d84bdb8f5c8caf90d17



Timestamp

2018-09-12 13:52:01 -0500
2018-09-12 13:57:00 -0500
2018-09-12 17:57:01 -0500
2018-09-12 18:27:50 -0500

Audit

All parties have signed document. Signed copies sent to: Robin Gepte, Tim Frush, Laura DiPiano, and Angela Rhee.
Document signed by Laura DiPiano (ldipiano@turnitin.com) with drawn signature. - 199.47.85.103
Document viewed by Laura DiPiano (ldipiano@turnitin.com). - 199.47.85.103
Document created by Angela Rhee (arhee@turnitin.com). - 199.47.85.103



This signature page provides a record of the online activity executing this contract.