

**RIVERSIDE COUNTY OFFICE OF EDUCATION of behalf of
the California State Library**

ONLINE EDUCATIONAL CONTENT AGREEMENT

This Agreement for Services ("Agreement") is made as of March 1, 2018, between the Riverside County Office of Education ("RCOE") on behalf of the California State Library ("CSL," and together with RCOE, "RCOE/CSL" or "Customer"), and ProQuest LLC ("Provider" or "ProQuest," and together with RCOE/CSL, the "Parties").

WHEREAS, RCOE/CSL is administering an online source of educational content for students;

WHEREAS, the Provider warrants that it has the appropriate materials and is competent to perform the services required by RCOE/CSL; and

WHEREAS, the Provider agrees to perform the services described in this Agreement to RCOE/CSL's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Provider shall furnish to RCOE/CSL the scope of services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Provider shall commence providing services under this Agreement on March 30, 2018, and will diligently perform as required or requested by RCOE/CSL as applicable. The term for these services shall expire on June 30, 2019, and in no event shall be longer than five (5) years. This Agreement may be extended upon mutual written approval of both parties.
3. **Submittal of Documents.** The Provider shall not commence the Services until it has submitted and RCOE/CSL has approved: the scope of services in Exhibit A, the certificates and endorsements of insurance required below, and the California Student Data Privacy Agreement.
4. **Compensation.** RCOE/CSL agrees to pay the Provider for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **one million one hundred thousand Dollars (\$1,100,000.00)**. RCOE/CSL shall pay Provider according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts within forty-five (45) days after the Provider submits an invoice to RCOE/CSL for Services actually completed and after RCOE/CSL's written approval of the Services for which payment is to be made. Invoices shall be submitted on a quarterly basis to Riverside County Superintendent of Schools, attention: Accounts Payable, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.

5. **Expenses.** RCOE/CSL shall not be liable to Provider for any costs or expenses paid or incurred by Provider in performing services for RCOE/CSL.
6. **Independent Contractor.** Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of RCOE/CSL, and are not entitled to benefits of any kind or nature normally provided employees of RCOE/CSL and/or to which RCOE/CSL's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees and shall defend and indemnify RCOE/CSL against any claim or liability for any such payments.
7. **Materials.** Provider shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Standard of Care.** Provider's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices for services to California educational agencies.
9. **Originality of Services.** Provider agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to RCOE/CSL and/or used in connection with this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by RCOE/CSL as a basis for such services, and Provider shall defend and indemnify RCOE/CSL against any claim or liability based on unauthorized use of such materials or property.
10. **Pre-existing Proprietary Materials.** Provider's pre-existing proprietary materials utilized to provide or facilitate the scope of services to RCOE/CSL shall remain the intellectual property of Provider.
11. **Intellectual Property.** Provider understands and agrees that all intellectual property (except such Software as defined pursuant to section 11.1) first developed or produced under this Agreement, including but expressly not limited to any property subject to copyright, trademark, or patent, shall become the property of RCOE/CSL and cannot be used without RCOE/CSL's express written permission, including but expressly not limited to any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to RCOE/CSL and/or used in connection with this Agreement. RCOE/CSL shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of RCOE/CSL. Provider consents to use of Provider's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
 - 11.1. **Ownership of Software; Third Party Materials.** Notwithstanding the foregoing, Provider and its licensors are and will remain the exclusive owners of all right,

title and interest in and to the software contemplated pursuant to this agreement ("Software") and all derivative works, and in the materials licensed by Provider from third parties ("Third Party Materials"), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components and the limited license granted under this Agreement. In addition, Provider shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation, or other intellectual property or copyrightable material conceived, developed, created, written or contributed by Provider pursuant to this Agreement ("Specific Developments"). RCOE/CSL will have no rights in the Software, any derivative works, the Specific Developments or Third Party Materials, except the license and related rights expressly set forth in this Agreement.

- 12. Audit.** Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Provider shall permit RCOE/CSL, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that RCOE/CSL shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.

13. Termination.

- 13.1. Without Cause by RCOE/CSL.** RCOE/CSL may, at any time, with or without reason, terminate this Agreement and compensate Provider only for services satisfactorily rendered to the date of termination. Written notice by RCOE/CSL shall be sufficient to stop further performance of services by Provider. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner. Upon this termination, RCOE/CSL shall only be liable to Provider for services satisfactorily rendered to the date of termination, or payments actually made, and Provider expressly waives and releases any claims for damages against RCOE/CSL that could arise from such termination.

- 13.2. With Cause by RCOE/CSL.** RCOE/CSL may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by the Provider; or

13.2.2. any act by Provider exposing RCOE/CSL to liability to others for personal injury or property damage; or

13.2.3. Provider is adjudged a bankrupt, Provider makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider's insolvency.

Written notice by RCOE/CSL shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or arrangements satisfactory to RCOE/CSL for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to RCOE/CSL.

13.3. **Non-Appropriation of Funds.** Notwithstanding any multi-year pricing or subscription term contained in the Agreement, in the event that RCOE/CSL's governing body does not appropriate sufficient funds or those funds are not otherwise available by any means in a fiscal period, RCOE/CSL may terminate this Agreement by providing Provider written notice, such termination to be effective on the last day of the fiscal period for which RCOE/CSL receives appropriations.

13.4. Upon termination, Provider shall provide RCOE/CSL with all documents produced maintained or collected by Provider pursuant to this Agreement, whether or not such documents are final or draft documents.

14. **Indemnification.** To the furthest extent permitted by California law, Provider shall, at its sole expense, defend, indemnify, and hold harmless the RCOE, the CSL, the State of California ("State"), and their agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively, the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, intellectual property claim, data breach, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Provider in conjunction with this Agreement, except to the extent caused wholly by the sole negligence or willful misconduct of the indemnified parties. The RCOE/CSL shall have the right to accept or reject any legal representation that Provider proposes to defend the indemnified parties.

15. Insurance.

15.1. The Provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below, unless agreed to in writing by RCOE/CSL.

15.1.1. **Commercial General Liability.** Commercial General Liability Insurance that shall protect the Provider, RCOE/CSL, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001).

15.1.2. **Workers' Compensation.** Workers' Compensation Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Labor Code section 3700, the Provider shall be required to secure workers' compensation coverage for its employees.

- 15.1.3. **Cyber and Privacy.** Such policy shall cover damages resulting from the unauthorized access to, or theft of, data obtained by Provider in connection to this Agreement. It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of data, and defense costs, fines, and penalties related to this insurance.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 3,000,000
Workers Compensation	Statutory Limits
Cyber and Privacy (may be included in general liability if expressly identified) Each Occurrence General Aggregate	 \$ 1,000,000 \$ 3,000,000

- 15.2. **Proof of Carriage of Insurance.** The Provider shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to RCOE/CSL and approved by RCOE/CSL. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to RCOE/CSL, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that RCOE/CSL and the State, and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds. An endorsement shall also state that Provider's insurance policies shall be primary to any insurance or self-insurance maintained by RCOE/CSL.

- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to RCOE/CSL.

16. **Assignment.** The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.

- 17. Compliance with Laws.** Provider shall observe and comply with all rules and regulations of the governing board of RCOE/CSL and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Provider observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Provider shall notify RCOE/CSL, in writing, and, at the sole option of RCOE/CSL, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Provider's receipt of a written termination notice from RCOE/CSL. If Provider performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying RCOE/CSL of the violation, Provider shall bear all costs arising there from.
- 18. Permits/Licenses.** Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- 19. Safety and Security:** Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from RCOE/CSL the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 20. Employment with Public Agency.** Provider, if an employee of another public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 21. Anti-Discrimination.** It is the policy of RCOE/CSL that in connection with all work performed under Contracts that there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Provider agrees to require like compliance by all its subcontractors.
- 22. Fingerprinting of Employees.** RCOE/CSL may request a Fingerprinting/Criminal Background Investigation Certification to be completed and attached to this Agreement prior to Provider's performing of any portion of the Services, depending on the anticipated contact with students, if any.
- 23. RCOE/CSL's Evaluation of Provider and Provider's Employees and/or Subcontractors.** RCOE/CSL may evaluate the Provider in any manner which is permissible under the law. RCOE/CSL evaluation may include, without limitation:

 - 23.1. Requesting that RCOE/CSL employee(s) evaluate the Provider and the Provider's employees and subcontractors and each of their performances.
 - 23.2. Announced and unannounced observance of Provider, Provider's employees, and/or subcontractors.

- 24. Limitation of RCOE/CSL Liability.** Other than as provided in this Agreement, RCOE/CSL's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall RCOE/CSL be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 25. Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Provider shall neither rescind the Agreement nor stop providing Services.
- 26. Confidentiality.** The Provider and all Provider's agents, personnel, and employees shall maintain the confidentiality of all information received in the course of performing the Services to the extent permitted by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 27. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email, addressed as follows:

RCOE

Riverside County Office of Education
on behalf of California State Library
3939 Thirteenth Street
Riverside, California 92501
Attn: Mark Banks
Email: mbanks@rcoe.us

Provider

ProQuest LLC
789 Eisenhower Pkwy
Ann Arbor, MI 48108
Attn: Wendy Hodel
Email: wendy.hodel@proquest.com

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 28. Integration/Entire Agreement of Parties.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State. The Parties further acknowledge and agree that the performance of this agreement shall occur within the State, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the RCOE's administration offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Riverside County Office of Education

ProQuest LLC

Date: March 21, 2018

Date: 3-12-18, 20

By: [Signature]

By: [Signature]

Print Name: TERESA HYDEN

Print Name: Christopher Kaul

Its: Chief Business Officer

Its: Senior Director, Pricing, Global Bids & Contracts

California State Library

Date: March 21, 2018

By: [Signature]

Print Name: Chris Lucas

Its: STATE Librarian

EXHIBIT A

Scope of Services and User Access

ProQuest shall provide access to Gold Package which includes:

Schools and Educator's Complete
ProQuest Central Student
CultureGrams
eLibrary
ProQuest Research Companion
SIRS Discover
SIRS Issues Resercher

User Access:

- A. The establishment of access to the online content will be provided to any local education agency (LEA) per the access methods described in "User Access" in Exhibit C, regardless whether the LEA has an established library or librarian.
 - a. For the purposes of this agreement, the terms "library" and "institution" as used in Exhibit C are defined as California LEAs serving K-12 students.
- B. Contractor will provide technical assistance directly to LEAs to establish access for online content for LEA students and LEA staff by at least one of the access methods as described in Exhibit C.
- C. K-12 students or K-12 education staff in California who are not able to obtain access to services through their LEAs will be provided an alternative method of access to content and technical assistance by contractor, made available by the contractor upon request by the K-12 student or education staff.

EXHIBIT B

Permitted Uses

1. Online Research Services. Services designed to facilitate online research may be used for Customer's internal research or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:
 - a. Research and Analysis. Customer and its Authorized Users are permitted to display and use reasonable portions of information contained in the Service for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.
 - b. Digital and Print Copies. Customer and its Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Service (i) for its own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing"; (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipient is advised that the copies are not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Service must be retrieved directly from the on-line system for each and every print or digital copy.
 - c. Electronic Reserves, Coursepacks, and Intranet Use. Provided that Customer does not circumvent any features or functionality of the Service, Customer may include durable links to articles or other works (or portions thereof) contained in the Service in electronic reserves systems, online course packs and/or intranet sites so long as access to such materials are limited to Authorized Users.
 - d. Fair Use/Fair Dealing. Customer and its Authorized Users may use the materials contained within the Service consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.
 - e. Academic Institutions, Schools, and Public Libraries. If Customer is an academic institution, school, or public library:
 - i. Interlibrary Loan (ILL). Library Customer may loan digital or print copies of materials retrieved from the Service to other libraries, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Service or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) Customer complies with any special terms governing specific content or licensors as described in this Agreement, (iii) with respect to ebooks, copying is limited to small portions of a book, and (iv) Customer complies with all laws and regulations regarding ILL.
 - ii. Scholarly Sharing. Customer and its Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Service for personal use or scholarly, educational research use in hard copy or electronically, provided that in no case is any such sharing done in a manner or magnitude as to act as a replacement for the recipient's or recipient educational institution's own subscription to either the Service or the purchase of the underlying work.
2. All Streaming Video and Audio Products. Audio and Video files are delivered to Customer and its Authorized Users via streaming service over the Internet. Customer and its Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Service. In the case of content that can potentially be publicly performed, Customer must secure permission from ProQuest's Licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.

3. MARC Records. MARC records may be placed in Customer's online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order Form with respect to a particular Service.
4. Scholar/Researcher Profiles. The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither Customer nor its Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.
5. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, the Customer reserves all right, title and interest in all Customer specific data it contributes to the Service (which may include but is not limited to Customer created metadata, bibliographic information, holdings and circulation data) and grants ProQuest permission to use such data in raw form for the limited purpose of operating and improving the Service and such information may only be provided to third parties in aggregate form. Raw usage data containing information relating to the identity of specific users shall not be provided to any third party without Customer's permission. Provided that such access, use, and/or sharing does not violate an express provision of this Agreement, Customer and its Authorized Users are permitted to: (a) access the Service and information derived from the Service in order to discover, manage and provide access to library resources owned or licensed by Customer, (b) create, store and retain any reports and lists delivered by the Service, (c) share data about Customer's own library holdings that is retrieved from such Service with third party applications, so long as prior written notice is provided to ProQuest and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on Customer's library website.
6. Library Catalog Enrichment Service. For library catalog enrichment Services (e.g., Syndetics), Customer may use the enrichment elements for the sole purpose of augmenting Customer's own library OPAC or website. Customer may not convert Service metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.
7. Purchased Content. For perpetual archive licenses ("PAL") (as specified on the ProQuest Websites or Order Form), Customer pays a one-time fee for a perpetual license to the designated materials (the "Purchased Content"), and an annual "Continuing Service Fee."
 - a) Perpetual License. The License to Purchased Content and any updates Customer receives is perpetual, and may only be revoked if Customer materially breaches this Agreement, or if the licensed materials contain errors or could be subject to an infringement or other adverse claim by a third party.
 - b) Continuing Services. In consideration of the Continuing Service Fee, ProQuest will provide Customer and its Authorized Users with online access to the Purchased Content, plus any included updates, on a proprietary platform designed to enhance the research experience (a "ProQuest Platform"). ProQuest will maintain systems and technology that help Customer comply with use restrictions and security standards required by ProQuest's licensors.
 - c) File Delivery. If Customer loses the ability to access its Purchased Content online through ProQuest (e.g., if ProQuest discontinues online access services), or if the Purchased Content is otherwise eligible for local loading, Customer may obtain digital copies upon certifying that it will secure and restrict use of the Purchased Content as contemplated under this Agreement, using systems and technology at least as protective as ProQuest's. In the case of Audio, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless the Customer tracks the necessary playbacks and makes all royalty payments to copyright holders for mechanical and performance rights). All use of the materials delivered continue to be subject to this Agreement. File transfer costs, if any, are Customer's responsibility.
 - d) Locally Loaded Purchased Content - Data Mining. Subject to any content-specific restrictions, Customer and its Authorized Users may extract and compile data from locally-loaded copies of the Purchased Content solely for Customer's teaching, learning, and research purposes.

8. Acquisition Models. For certain Services, Customer may elect to have user activity trigger the purchase of content. Purchase preferences and Service eligibility for these models are described on the ProQuest Websites. Examples of these types of purchase models include Patron Driven Acquisition (PDA), Demand Driven Acquisition (DDA), Evidenced Based Acquisition, Access-To-Own (ATO), and Build By Choice.
9. Analytics. Some Services contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. Customer and Authorized Users may create, download, store and retain any such analytics or lists delivered by the Service. ProQuest may use library holdings and other information in the Service for comparison and metrics purposes and in order to better understand the customers' needs.
10. Restrictions. Except as expressly permitted above, Customer and its Authorized Users shall not:
 - a. Translate, reverse engineer, disassemble, decompile, discover, or modify ProQuest's software;
 - b. Remove any copyright and other proprietary notices placed upon the Service or any materials retrieved from the Service by ProQuest or its licensors;
 - c. Circumvent any use limitation or protection device contained in or placed upon the Service or any materials retrieved from the Service;
 - d. Perform penetration tests or use the Service to execute denial of service attacks;
 - e. Perform automated searches against ProQuest's systems (except for non-burdensome federated search services), including automated "bots," link checkers or other scripts;
 - f. Provide access to or use of the Services by or for the benefit of any unauthorized school, library, organization, or user;
 - g. Publish, broadcast, sell, use or provide access to the Service or any materials retrieved from the Service in any manner that will infringe the copyright or other proprietary rights of ProQuest or its licensors;
 - h. Use the Service to create products or perform services which compete or interfere with those of ProQuest or its licensors;
 - i. Text mine, data mine or harvest metadata from the Service;
 - j. Communicate or redistribute materials retrieved from the Service; or
 - k. Download all or parts of the Service in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service, in any form.
 - l. Store any information on the Service that violates applicable law or the rights of any third party.



6 Minimum Qualification: User Access and Interface

Provide detailed answers, screenshots, and/or any other resources for questions 1-9 under the "User Access and Interface" section of Minimum Qualifications.

6.1 User Access

1. In your response please describe all available methods you have to provision, identify and support student, teacher and administrator access from each of the following locations: a) school computers, b) school created/controlled portals, c) direct access with unique identifier/log-in, d) through CA public libraries on-site and through library cards.

ProQuest Central Student and eLibrary

ProQuest platform databases provide a variety of authentication methods.

- **IP.** Using the ProQuest Administrator Module (PAM), each library can assign IP addresses and/or IP ranges to their institutional account. Users recognized as coming from those IP addresses or ranges are automatically authenticated, and passed seamlessly to ProQuest when they click on or enter the appropriate link.
- **User name/password.** These combinations can be created in the PAM, and provide users direct access to their member institution's account. (As credentials can easily be shared, this authentication method is relatively insecure; we recommend this for administrators, and not for end users.) Institutions can upload a list of valid IDs or ID/password combinations.
- **Barcode.** Each member institution can associate with its institutional account a set of barcodes. These can enter their assigned barcode to authenticate to their parent institutional account. Institutions can upload a list of valid IDs or ID/password combinations.
- **Proxy server.** The proxy server URL prefix and IP address can be entered into the PAM, allowing users authenticating through a proxy server to be directed to the appropriate ProQuest institutional account.
- **Shibboleth,** a federated identity-based authentication system. ProQuest supports Shibboleth version 2.1, which is backwards-compatible, and also supports versions 1.3.x. WAYF-less URLs are available at the cross-search, product, journal and article levels. Among many other Shibboleth federations, ProQuest has built-in support for the U.S.-based InCommon Federation and for the OpenAthens Federation.
- **Referring URL.** Enables control of authentication of your users by placing a link to ProQuest on a secured page on your website.

SIRS Collections (SIRS Discoverer and SIRS Issues Researcher)

SIRS collections provide several authentication methods, described below. We recommend you employ these methods based on the needs of your library, the individual libraries in your consortium, or as any given situation dictates.

- **ID/Password protection** - You can enable access through our standard login page. (Note that you can create IDs and passwords as needed with your Local Administrator interface.)
- **Login links with embedded ID/password**
- **Authentication by IP address** - As part of implementation, (or any point thereafter) the libraries can provide specific IP addresses and/or ranges of addresses employed by users. We'll validate these users based on the provided address information. Users attempting to connect from these workstations need no individual login information.
- **Referring URL** - This remote access method requires locally secured pages.
- **Barcode validation** - We will supply a URL for barcode authentication using prefixes that you provide.
- **Authentication proxy server (such as EZproxy)** - This is done in conjunction with IP authentication.

CultureGrams

CultureGrams authentication methods are listed below. We also provide "cascading" authentication, which makes it possible, for example, for a laptop user to connect from the library, then return to a remote location and seamlessly connect to the library's authentication system without the need for any changes. We recommend that you use these authentication methods (in any combination) based on your library's needs, the needs of individual libraries in your consortium, or as any given situation dictates.

- Login links with embedded ID/password - You can enable access with links that include the account ID and password. (Our technical support department can help you implement these links without display of ID and password.)
- Authentication by IP address - As part of your implementation, or any time subsequently, you can provide specific IP addresses and/or ranges of addresses employed by your users. We'll validate these users based on those addresses. Users attempting to connect from these workstations need no private login information.
- Cascading authentication - in order; 1) validates via the browser cookie from a previous (recent) session, 2) validates the referring URL, 3) validates via the IP address, and 4) attempts user/password authentication.
- Referring URL - This remote access method requires locally secured pages.
- Barcode validation - We'll supply a URL for barcode authentication using prefixes that you provide.

ProQuest Research Companion

ProQuest Research Companion provides the following authentication types: ID/password, IP authentication, Token, Referring URL, Shared IP, Proxy authentication, and SAML (Security Assertion Markup Language) authentication.

Schools and Educators Complete

Our growing list of authentication methods for the Ebook Central Platform include: IP Range, EZ Proxy SSO, Shibboleth, OpenAthens, SAML, username and password, and Referring URL. We continually add support for new authentication methods, so please contact us if you do not see your method listed.

We recommend that you use a Single Sign On method such as EZproxy, Shibboleth, OpenAthens or other integrated authentication protocol. Ebook Central offers streamlined integration with a number of existing authentication protocols, ensuring that users do not have to create usernames and/or passwords to save, customize or use features on the platform.

For all authentication methods, you may choose when your users are required to sign in – upon entry to Ebook Central, or when triggered by using by using features requiring an individual account. Signing in upon entry means users can enjoy all the available functionality in Ebook Central. Alternatively, users search and read, without signing in. For features like download, annotations, and save to bookshelf, users are prompted to sign in.

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offer the same privacy protections found in this DPA between it and Irvine Unified School District and which is dated August 23, 2018 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provide by LEA to the Provider to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the California Student Data Privacy Alliance in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

PROQUEST LLC

BY: 


Date: 20 July 2018

Printed Name: Janet C. Driver

Title/Position: Assistant General Counsel

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

BY: 
Date: 10/11/18

Printed Name: Katie M. Hylton

Title/Positon: Program Manager