



VCU Procurement Services

CONTRACT RENEWAL

DATE: 11/27/2023
CONTRACT TITLE: Plagiarism Tool for Integration with Canvas LMS
CONTRACT NO: C0000768
LEGACY CONTRACT NO: 13187289AA
NEW START DATE: 11/18/2023
NEW END DATE: 11/17/2026
RENEWAL NUMBER: One (1)
CONTRACTOR: Turnitin, LLC

PRICING:

Select one of the options below.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.

PAYMENT METHOD:

VCU is migrating away from processing payments via paper check and strongly encourages the use of our electronic payment options.

- Virtual Card (Net 20) [Preferred Method]
- ACH - Paymode-X Premium (Net 20)
- ACH - Paymode-X Basic (Net 35)
- Paper Check (Net 30). If selecting this option, we encourage you to offer an EPD.
- Other _____

ACTION REQUIRED: For more information about costs and to sign up, please visit [Vendor Invoicing and Payment](#).

EARLY PAYMENT DISCOUNT (EPD):

Please check one of the below. If you selected Paymode Basic above, select one of the options below. If you select "Other" below, please add a comment (e.g., 4.0% Net 15 / Net 30, enrolled in Virtual Card Program, etc.) N/A

- 2.0% Net 15 / Net 30

- 1.5% Net 20 / Net 30
- 0.5% Net 25 / Net 30
- Other: _____

CERTIFICATE OF INSURANCE:

- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to sbkessinger@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of C0000768 shall remain unchanged and in full force and effect.

RESPONSE:

Turnitin, LLC

Name of Firm

DocuSigned by:

705FC2A8E9CC45B...
Signature

Angela Rhee

Name Printed

Sr Dir Business Affairs

Title

21 February 2024

Date

Certificate Of Completion

Envelope Id: 088F42BC8FD44951BF275507A506C1CF	Status: Completed
Subject: Complete with DocuSign: 24-VCU-CONTRACT RENEWAL.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Angela Rhee
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2101 Webster Street
	Suite 1800
	Oakland, CA 94612
	arhee@turnitin.com
	IP Address: 73.222.231.36

Record Tracking

Status: Original	Holder: Angela Rhee	Location: DocuSign
2/21/2024 8:34:11 AM	arhee@turnitin.com	

Signer Events

Angela Rhee
 arhee@turnitin.com
 Sr Dir Business Affairs
 Turnitin LLC
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 705FC2A8E9CC45B...
 Signature Adoption: Drawn on Device
 Using IP Address: 73.222.231.36

Timestamp

Sent: 2/21/2024 8:35:01 AM
 Viewed: 2/21/2024 8:35:10 AM
 Signed: 2/21/2024 8:35:13 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/26/2021 9:20:47 AM
 ID: edce2f78-c5ae-4244-bc06-c344081ab7c7

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Contracts
 contracts@turnitin.com
 Int. Comm. Counsel & Legal Mgr.
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 2/27/2023 6:57:52 AM
 ID: 6869af2a-9acb-414d-bdbd-13ecc74deeee

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Sent: 2/21/2024 8:35:01 AM

Donna Casteen
 dcasteen@turnitin.com
 Donna Casteen
 Turnitin, LLC
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 4/3/2020 6:43:07 AM
 ID: c4145d4d-6242-4c1c-a5ca-8ae6877d68e8

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Sent: 2/21/2024 8:35:02 AM
 Viewed: 2/21/2024 8:38:23 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/21/2024 8:35:02 AM
Certified Delivered	Security Checked	2/21/2024 8:35:10 AM
Signing Complete	Security Checked	2/21/2024 8:35:13 AM
Completed	Security Checked	2/21/2024 8:35:13 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Iparadigms LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Iparadigms LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ahajjar@iparadigms.com

To advise Iparadigms LLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ahajjar@iparadigms.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Iparadigms LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ahajjar@iparadigms.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Iparadigms LLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to ahajjar@iparadigms.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Iparadigms LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Iparadigms LLC during the course of my relationship with you.



Office of Procurement Services

Virginia Commonwealth University
 912 W. Grace Street, 5th Floor
 Richmond, Virginia 23284

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Oct 4, 2023	P0196546	0
Buyer Information		
Owner Name	Tomekia James	
Owner Phone	+1 804-828-5870	
Owner Email	tdjames@vcu.edu	
Delivery Information		
Purchase Order Date	Oct 4, 2023	

Supplier Information	Delivery Information	Billing Address
Vendor Name: Turnitin LLC Address: 2101 Webster St Ste 1800 Oakland, California 94612-3050 United States	Delivery Address Virginia Commonwealth University ATTN: Katie Shedden/Colleen Bishop 701 W Broad St 3rd Fl Richmond, VA 23284 United States	Virginia Commonwealth University Accounts Payable VCU.Invoices@trustflows.com Box 3985 Scranton, PA 18505 United States

Billing Information	Note to Vendor
Quote number	Note to Vendor: All goods and services shall be provided in accordance with Contract # 131872891AA.

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Effective 11/18/2023-11/17/2024 (replaces P0068061) Per Quote# Q-605944-1: Turnitin Originality Check: includes Draft submissions, Grammar, and Integration	OC Plus Enterprise License	EA	63,134.28 USD	1 EA	63,134.28 USD

Total						63,134.28 USD
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Header	0005	VCU Terms & Conditions V4 Unless otherwise noted herein, VCU Terms & Conditions apply to this Purchase Order and can be found at procurement.vcu.edu/media/procurement/pdf/document-library/VCU_PO_TCsV4.pdf				
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VCU Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 131872891AA

This Contract entered into by Turnitin, LLC, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF PERFORMANCE: From the execution of the contract by both parties through three (3) years with up to four (4) successive one (1) year renewal options.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The Contract Documents shall consist of the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Negotiated Master Registration Agreement dated November 3, 2020;
- (3) The Data and Intellectual Property Protection Addendum;
- (4) The Request for Proposals dated May 26, 2020 and
- (5) The Contractor's Proposal dated June 17, 2020.

All of which documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Turnitin, LLC
DocuSigned by:

By: Angela Rhee
64404D2CAEFD407

Name Printed: Angela Rhee for Chris Caren

Title: CEO

Date: 11/16/2020

PURCHASING AGENCY:

Virginia Commonwealth University
DocuSigned by:

By: John McHugh
EE6DA7427C67468J

Name Printed: John McHugh

Title: Director, Procurement Services

Date: 11/16/2020

MASTER REGISTRATION AGREEMENT

This **Master Registration Agreement** (“Agreement”) is made as of **November 3, 2020** (the “Effective Date”), by and between **TURNITIN, LLC**, a California limited liability company (“Turnitin”) and **VIRGINIA COMMONWEALTH UNIVERSITY**, an institution of higher education of the Commonwealth of Virginia, (“Institution”, “University”, or “VCU”).

Note: This Agreement covers all Services offered by Turnitin. Accordingly, based on the Services ordered by Institution, please be advised that not all of these provisions will apply to you, as customer.

In the event of any inconsistency, ambiguity or conflict between the terms and conditions of the Registration Agreement (including Exhibit A), and the terms and conditions of Exhibit B, Supplemental Provisions, the terms and conditions of the Registration Agreement (including Exhibit A) shall govern.

1. OVERVIEW. Turnitin has developed and operates a variety of unique services that allows educational institutions to check work for possible textual matches against Internet-available resources and its own proprietary database (the “Services”). Institution desires to protect and promote academic integrity and wishes to subscribe to the Services as a tool for detecting and preventing plagiarism.

2. SERVICES LICENSE GRANT. As used in this Agreement, the term “Services” refers to those Turnitin services purchased by Institution from time-to-time pursuant to a Services Pricing Agreement (“SPA”). 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 following Services solely for its own internal purposes and as contemplated under this Agreement.

With respect to Turnitin Feedback Studio (Originality Check, Online Grading, and Peer Review) or its components, 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 informing their Instructors and Users they shall comply with the terms of this Agreement. No other license is granted by implication, estoppel or otherwise.

3. USE OF SERVICES – IN GENERAL. With respect to use of the Services, Institution shall:

- a. use the Services for University’s internal purposes only.
- b. not reverse engineer, decompile, disassemble, modify or create works derivative of the Services.
- c. not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or directly or indirectly permit any third party to use or copy the Services. University will keep any passwords associated with the use of the Services in strict confidence, and will not share such passwords with any third party. University will be solely responsible for all use of the Services made with University’s passwords, if any.
- d. use the Services solely in accordance with this contract.
- e. not remove any proprietary notices (e.g., copyright and trademark notices) from either the Services or any documentation, content, or Reports (as defined below) provided by Turnitin.
- f. ensure to the best of its knowledge its use of the Services complies with applicable local, state, and federal laws.
- g. abide by the Acceptable Use Policy provided on the relevant Service Web 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 relevant Service Web site. Continued use of the Services shall constitute Institution’s and its Instructors’ acceptance of future revisions to the policy.

4. USE OF SERVICES

- a. **Use of Turnitin Feedback Studio or its Components.** With respect to use of Turnitin Feedback Studio Service, Institution shall:
 - i. 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);
 - ii. 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; and,
 - iii. consider Turnitin’s strong recommendation that students enrolling at Institution receive clear notice similar to paragraph 3(e) above in their student handbook or comparable communication at the time of enrollment.

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

6. REPORTS AND SOURCE DATABASE. With respect to reports evaluating textual sources (as applicable, "Similarity Reports" or "Authorship Reports", collectively "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 Reports;
- b. to exercise its independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in a submitted paper under the acknowledgement and understanding that the Reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism;
- c. any disclosure of a 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.

7. TURNITIN OBLIGATIONS. Turnitin agrees to:

- a. use reasonable efforts to protect the security of accounts, passwords and the Source Database;
- b. comply with the then current Privacy Policy posted on the Turnitin site, incorporated herein by this reference.
- c. 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, and,
- e. create a Report for each submitted paper and to use reasonable efforts to make such 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;

8. OWNERSHIP.

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

9. PRICING AND PAYMENT. Pricing shall be per Turnitin's Service Pricing Agreement ("SPA"), incorporated herein as Exhibit A. The SPA shall also include the maximum usage of the Services 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 receipt 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 Commonwealth of Virginia law.

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

11. TERM AND TERMINATION.

- a. **Term.** The term ("Term") of this Agreement shall consist of an initial Term and any renewal Terms, as defined herein. 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 Services regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the renewal Term will be subject to the mutual written 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.

In no termination event shall Institution be owed a refund of prepaid fees.

c. **Termination for Convenience.** During the term, University reserves the right to terminate this Agreement, in part or in whole, without penalty, upon sixty (60) days written notice to Turnitin. In no such related event of termination shall the University be owed a refund of prepaid fees.

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

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

13. CONFIDENTIALITY. To the extent University submits confidential information to the Service(s) ("Submitted Private Data"), Turnitin may not use the Submitted Private Data other than as permitted by license grant to perform the Services. Further, Turnitin agrees (a) not to disclose the Submitted Private Data to any other party except as necessary to provide the Services; and (b) to take all reasonable measures to protect the confidentiality of the Submitted Private Data. University retains all copyright to Submitted Private Data.

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

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

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

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

c. **Limitation of Liability.** REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY COMMONWEALTH OF VIRGINIA LAW, INSTITUTION AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICES; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF A REPORT TO ANY THIRD PARTY, OR (III) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES 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 COMMONWEALTH OF VIRGINIA LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE 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. TO THE EXTENT PROVIDED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA, EACH PARTY SHALL BE RESPONSIBLE FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS OWN OFFICERS, EMPLOYEES, AND AGENTS. UNIVERSITY IS AN AGENCY OF THE COMMONWEALTH OF VIRGINIA AND IS AFFORDED THE PROTECTION OF SOVEREIGN IMMUNITY UNDER VIRGINIA LAW. ANY CLAIMS AGAINST UNIVERSITY OR THE COMMONWEALTH ARE SUBJECT TO THE REQUIREMENTS ESTABLISHED UNDER VIRGINIA LAW FOR BRINGING SUCH CLAIMS, INCLUDING THE VIRGINIA TORT CLAIMS ACT, VA. CODE §§ 8.01-195.1 ET SEQ., AND OTHER APPLICABLE STATUTES RELATING TO CLAIMS AGAINST THE COMMONWEALTH OR ITS AGENCIES. NOTWITHSTANDING ANY OTHER PROVISION, NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE OR CONSTRUED AS A WAIVER OF UNIVERSITY'S OR THE COMMONWEALTH'S SOVEREIGN IMMUNITY OR ANY OTHER APPLICABLE REQUIREMENTS UNDER COMMONWEALTH OF VIRGINIA LAW FOR BRINGING CLAIMS AGAINST UNIVERSITY OR THE COMMONWEALTH.

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

15. INDEMNIFICATION.

- a. **Indemnification by Institution.** (Intentionally deleted)
- b. **Indemnification by Turnitin.** (Intentionally deleted)

16. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the United States of America and the Commonwealth of Virginia, excluding its conflict of laws rules. The parties hereby consent to the exclusive personal jurisdiction of and venue in the courts of the Commonwealth.

17. OTHER PROVISIONS. If subscription to the Services are 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 either actual hardcopy execution or a duly-authorized electronic/digital execution, each 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 only in the event of acquisition, merger, corporate reorganization or similar change of control event. Turnitin may use and reference Institution's name as a subscriber to the Services in connection with truthful advertising or promotion of the Service. Turnitin shall first submit a request in writing to the Virginia Commonwealth University Division of University Relations (identity@vcu.edu) for approval prior to use of any Licensee's marks, name, or logo(s). Licensee reserves the right to withdraw approval of Turnitin's use of any Licensee marks, name, or logo(s) at any time upon written notice to Turnitin. There are no third party beneficiaries of this Agreement. To the extent any provision of this Agreement is prohibited by Commonwealth of Virginia law, or is otherwise not authorized by Commonwealth of Virginia law, due to University's status as an agency of the Commonwealth of Virginia, such provision is null and void.

18. ANTI-DISCRIMINATION. Turnitin certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Agreement, Turnitin agrees as follows:
 - a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, Turnitin will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Turnitin. Turnitin agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
 - b. Turnitin, in all solicitations or advertisements for employees placed by or on behalf of Turnitin, will state that it is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. Turnitin will include the provisions of 1. above in every subcontract or purchase order over \$10,000 related to this Agreement, so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this Agreement, and to the related RFP.

19. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Turnitin certifies that it does not and will not during the performance of this Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

20. ANTITRUST. (Intentionally deleted.)

21. TESTING AND ACCEPTANCE: On a commercially reasonable basis and in accordance with Turnitin's reasonable security policies, The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure the performance of the Services conform to the terms and conditions of the Agreement.

22. DEFAULT. In case of failure to deliver goods or services in accordance with the Agreement terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources. This remedy shall be in addition to any other remedies which the Commonwealth may have.

23. TAXES. Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Agreement shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

24. INSURANCE. Turnitin certifies it will have the following insurance coverages at the time the Agreement is executed by the parties. Turnitin further certifies that Turnitin and any subcontractors will maintain these insurance coverages during the entire term of the Agreement and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required:

- i. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Agreement shall be in noncompliance with the Agreement.
- ii. Employers Liability - \$100,000.
- iii. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- iv. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the Agreement.)
- v. Cyber Security Liability - \$5,000,000 (applicable only to Information Technology contracts)

25. DRUG-FREE WORKPLACE. During the performance of this Agreement, Turnitin agrees to (i) provide a drug-free workplace for Turnitin's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Turnitin's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Turnitin that Turnitin maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

26. As applicable, federal law requires compliance with the following for all federal government contracts:

- (i) 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
- (ii) 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

27. EVA REGISTRATION AND FEES. Turnitin agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Agreement. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Agreement. The Vendor Transaction Fee is:

- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Turnitin is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Turnitin's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Turnitin's failure to update or protect its account information.

28. FORCE MAJEURE. Neither party will be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, pandemics, fires, natural disasters, and acts of God.

29. AUDIT. Turnitin shall retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. On a commercially reasonable basis, and subject to Turnitin's reasonable security practices, the agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

30. AVAILABILITY OF FUNDS. It is understood and agreed between the parties herein that University shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available or which funds may hereafter be appropriated for the purpose of this Agreement. In no such related event of termination shall the University be owed a refund of prepaid fees.

31. ADDITIONAL SERVICES. The University may acquire other services that Turnitin provides than those specifically solicited or ordered. The University reserves the right, subject to mutual contract, for Turnitin to provide additional services under the same or similar terms and conditions and to make modifications or enhancements to the existing services via a mutually-executed amendment to the Agreement. Such additional services may include other related services newly introduced during the term of the Agreement.

32. REALSOURCE. This Agreement shall result in a purchase order or purchase orders issued via University's source-to-pay platform, RealSource. Turnitin shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Turnitin is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Turnitin's account. University will not be responsible for a third party's fraudulent collection of University payments due to Turnitin's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by University only.

33. FINAL INSPECTION. (Intentionally deleted as inapplicable.)

34. SUBCONTRACTORS: Turnitin shall remain fully liable and responsible for the work to be done by its subcontractor(s) if any), and shall assure compliance with all requirements of the Agreement.

35. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's contracts and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with Turnitin, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any contract resulting from VCU RFP 13187289AA:

College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University.

Upon written request from a VASCUPP institution, Turnitin may allow access to the contract. Although the University desires to provide access on such contract to VASCUPP, Turnitin is not required to provide such access. A contractor's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting contract, VASCUPP is not bound to use the contract and any use of the contract is strictly optional.

If the VASCUPP institutions choose to access the contract and Turnitin agrees to such access, the terms and conditions of the contract will be in full force and effect as between the VASCUPP institutions and Turnitin. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the contract. Turnitin understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this contract.

36. CRIMINAL BACKGROUND INVESTIGATION: If Turnitin's employees and agents will be on the VCU campus, Turnitin must comply with the following: Turnitin shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Turnitin will make commercially reasonable efforts regarding that criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Turnitin shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors and institutional resources.

37. ACCESSIBILITY. University affords equal opportunity to individuals in its employment, services, programs and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities. With the exception of the areas of nonconformance noted herein, and as may be updated on the Turnitin web site, Turnitin shall: (1) deliver all applicable services and products in reasonable compliance with applicable standards (for example, Web Content Accessibility Guidelines 2.0, Level AA or Section 508 Standards for Electronic and Information Technology as applicable); and (2) upon request, provide University up-to-date VPAT's.

Areas of Nonconformance to WCAG 2.0 A and AA and Workarounds

Voice Comments - Turnitin currently doesn't have the ability to transcribe instructor voice comments into text form. Students with hearing disabilities will not be able to consume the voice comments provided by their instructor.

Workaround: When leaving comments for students with hearing disabilities, Turnitin recommends instructors leave a text-based comment instead of a voice recording.

Student submission - The text of a student submission is image-based and cannot be read by a screen reader in its default view
Workaround: Students using a screen reader can access a text-only version of their similarity report by pressing Tab + Enter upon accessing the Similarity Report.

Inline comments - Turnitin currently doesn't allow the ability to navigate to comments left inline within the paper with a keyboard or screen reader in its default interface.

Workaround: Students can download a text-based PDF version of their report. When leaving comments for students with vision impairment, Turnitin recommends instructors include the original text alongside their comments so that students can associate the instructor's comment with the text of their submission.

Non-student workflows – Strict conformance to WCAG 2.0 A and AA is limited to the student-facing interfaces. The above-mentioned workarounds are for student workflow only.

FEDERAL TERMS AND CONDITIONS

A. For any purchase resulting from VCU RFP 13187289AA that is funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements

for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of the purchase contract between the parties.

1. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5.
3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
4. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
5. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
6. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387.), as amended.
7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
8. When applicable, this Order is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
9. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.

ACKNOWLEDGED AND AGREED, as of the Effective Date:

TURNITIN, LLC DocuSigned by:

Signature: Angela Rhee
64404D2CAEFD407...

Print Name: Angela Rhee for Chris Caren

Print Title: CEO

Date: 11/16/2020

2101 Webster Street, Suite 1800
Oakland CA 94612

VIRGINIA COMMONWEALTH UNIVERSITY

DocuSigned by:

Signature: John McHugh
EE6DA7427C67468...

Print Name: John McHugh

Print Title: Director, Procurement Services

Date: 11/16/2020

Address: 901 W. Grace St. Richmond, VA 23284

EXHIBIT A
SERVICES PRICING AGREEMENT

This **Services Pricing Agreement** (“SPA”) is Exhibit A of the Registration Agreement entered into between **Turnitin** and **Virginia Commonwealth University** as of the Effective Date.

PRICING: Institution shall pay a **Services fee** (“Fee”) in the total amount of **\$ 122,464.00 US****, as specified in the table below, for a Turnitin Originality Check Plus License for up to **28,000 students** for the Term. The Service shall include unlimited submissions of papers, unlimited classes and unlimited Similarity Reports for the Term. If indicated below, the Fee also includes Training fees as applicable.

Payment #	Payment Due Date	Payment Amount
1 of 3	December 12, 2020	\$ 21,858.00
2 of 3	November 13, 2021	\$ 41,602.00
3 of 3	November 13, 2022	\$ 59,004.00

Unless prescribed otherwise here, payment is due net thirty (30) days from the date of receipt 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 Commonwealth of Virginia 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: Thirty-six (36) months commencing on the Activation Date, which is defined as the date as confirmed via the applicable Turnitin invoice. (For planning purposes, the estimated Activation Date is **November 16, 2020**).

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

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

In-Person Training [type]
 Online Training [Online Training Session; 1 session]

ACKNOWLEDGED AND AGREED, as of _____, 2020:

TURNITIN, LLC

DocuSigned by:

Signature: Angela Rhee
64404D2CAEFD407...

Print Name: Angela Rhee for Chris caren

Print Title: CEO

Date: 11/16/2020

2101 Webster Street, Suite 1800
Oakland CA 94612

VIRGINIA COMMONWEALTH UNIVERSITY

DocuSigned by:

Signature: John McHugh
EE6DA7427C67468...

Print Name: John McHugh

Print Title: Director, Procurement Services

Date: 11/16/2020

Billing Address: _____

Billing Email Address: _____

Data and Intellectual Property Protection Addendum

1. Definitions

- a. "End User" means the individuals authorized by the University to access and use the Services provided by Contractor under this Agreement.
- b. "Personally Identifiable Information" includes but is not limited to the following: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in Virginia Code section 18.2-186.6 and any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- c. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. "Services" means any goods or services acquired by the University from Contractor.
- f. "University Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

The parties agree that as between them all rights, including all intellectual property rights in and to University Data, shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Contractor warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent

infringement claims. Contractor agrees to assign and hereby assigns to the University all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this Agreement, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is intended to or shall be construed to apply to existing intellectual property created or owned by the Contractor that the University is licensing under this Agreement. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the Contractor, and seeks ownership rights only to the extent Contractor is being engaged to develop certain intellectual property as part of its services for the University.

- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share or disclose such data to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under this Agreement. Contractor will ensure that employees who perform work under this Agreement have received appropriate instruction and understand how to comply with the data protection provisions of this Agreement.
- d. The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this Agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

5. Data Security

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- b. If Contractor stores Personally Identifiable Information as part of this Agreement, Contractor warrants that the information will be stored in accordance with industry best practices commensurate to the sensitivity of the information such as controls outlined in

the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.

- c. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

6. Employee Background Checks and Qualifications

Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and temporary who may have access to University Data have passed a criminal background check pursuant to the Code of Virginia, §2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence, and sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors and institutional resources. Individuals with failed background checks shall not participate in the performance of this Agreement and must undergo additional evaluation before access to information is provided. Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term.

7. Data Authenticity and Integrity

Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor will be responsible during the terms of this Agreement, unless otherwise specified elsewhere in this Agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

8. Security Breach

- a. Response. Upon becoming aware of a Security Breach or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

9. Response to Legal Orders, Demands or Requests for Data
 - a. Except as otherwise expressly prohibited by law, Contractor will
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. provide the University with a copy of its response upon the University's request.
 - b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond and will cooperate with the University's reasonable requests in connection with its response.
10. Data Transfer Upon Termination or Expiration
 - a. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer of University Data to the University or a third party designated by the University shall occur within a reasonable period of time and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, the University will have reasonable access to University Data during the transition. In the event the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.
 - b. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.
11. Audits
 - a. The University reserves the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
 - b. If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to Contractor as having the potential

to affect the accuracy of the University's financial statements, Contractor will at its expense conduct or have conducted at least annually a(n):

- i. American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests Contractor's security policies, procedures and controls;
- ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
- iii. formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

Additionally, upon University request, Contractor will provide the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The University may require, at University expense, Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. Section 508 Compliance: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.
- e. Nonvisual Access to Technology: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
 - i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - ii. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - iii. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

- iv. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

13. No End User agreements

This Agreement is the entire Agreement between the University (including University employees and other End Users) and Contractor. In the event Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply.

14. Contractor Account Security

If Contractor is a registered vendor in eVA or RealSource, Contractor is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. University will not be responsible for a third party's fraudulent collection of University payments due to the Contractor's failure to update or protect its account information.

15. Survival

Contractor's obligations under Section 10 shall survive termination of this Agreement until all University Data has been returned or securely destroyed.