



UWS Digital Learning Environment (DLE) Interoperability Addendum

(Rev. February 27, 2019)

This Interoperability addendum (this “Addendum”) is made as of _____,
The terms of this Addendum will supersede existing terms and click thru agreements between the Board of Regents of the University of Wisconsin System (“Institution”) and [“Provider”] only where terms conflict.

Whereas, Institution operates a DIGITAL LEARNING ENVIRONMENT (“learning management software”) as part of its educational mission;

Whereas, Provider provides products (the "Products") which can be accessed through a portal on Institution's learning management system ("LMS") to Provider's website;

Whereas, Provider desires to provide to Institution and Institution desires to use a method of accessing the Products in accordance with the terms set forth in this Addendum;

Now, therefore, the parties hereto agree as follows:

1. Products

1.1 The Provider understands that their Products will undergo a review and agrees to cooperate with institutional staff. Tools deemed by the Institution to not meet the Institution’s requirements will not be permitted to integrate with the digital learning environment.

1.2 The Institution is committed to a standards-based, interoperable teaching and learning technology ecosystem. The Institution requires Provider to obtain certification by IMS Global as a Tool Provider for Learning Tools Interoperability (LTI®) specifications. Evidence of valid certification, including a current IMS certified registration number should be shared by the Provider with the Institution. See <http://www.imscert.org/>. Integrations not using standards-based integration or LTI plus API will be required to provide additional details during the tools review process.

2. Privacy-Related Terms of Service Provisions

2.1 Data include all Personally Identifiable Information (PII) as defined by the Federal Educational Rights and Privacy Act, all Personal Data as defined by the European Union General Data Protection Regulation, and other non-public information that Institution may make available to Provider. Data include, but are not limited to, student data, metadata, and user content.

2.2 Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school

ID. Furthermore, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

2.3 Provider will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Institution only if student information is properly de-identified.

2.4 Provider will not change how Data are collected, used, or shared under the terms of this Addendum in any way without notice.

2.5 Provider will only collect Data necessary to fulfill its duties as outlined in this Addendum.

2.6 Provider is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for advertising or marketing to students or their parents is prohibited.

2.7 Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

2.8 Provider will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to the Institution under the direction of the Institution when the Data are no longer needed for their specified purpose, at the request of the Institution.

2.9 Parties agree that all rights, including all intellectual property rights, in Data shall remain the exclusive property of the Institution, and Provider has a limited, nonexclusive license to use Data solely for the purpose of performing its obligations as outlined in this Addendum. This Addendum does not give Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in this Addendum. This includes the right to sell or trade Data.

2.10 Any Data held by Provider will be made available to the Institution upon request by the Institution.

2.11 Provider will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Provider will also have a written incident response plan, to include prompt notification of the Institution in the event of a security or privacy incident, as well as best practices for responding to a breach of PII or Personal Data. Provider agrees to share its incident response plan upon request.

3. Accessibility

3.1 Provider shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

4. General Provisions

4.1 This Addendum shall be effective beginning on the signed Date and shall continue to be in effect for a period of three years thereafter unless either Party provides notice of its intent to cease using/providing the Products. Sections 2.3, 2.6, 2.7, 2.8, 2.9, and 2.11 shall survive for a period of three years after termination of this Addendum, or until such time as Provider deletes Institution's Data maintained by Provider in accordance with all relevant laws and its data retention policies.

4.2 During the term of this Addendum, the Institution agrees to hold Provider harmless from any and all liability that is based on the acts or omissions of the Institution's officers, employees, or agents while acting within the scope of their employment or agency consistent with sections 895.46(1) and 893.82 of the Wisconsin Statutes.

4.3 This Addendum shall be governed by the laws of the State of Wisconsin. Any and all claims to be bought forth in a Wisconsin court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, as of the day and year first written above.

The Board of Regents of the University of
Wisconsin System on behalf of the University of
Wisconsin - _____

Provider: _____

BY: _____

Signature: _____

Printed Name: _____

Title: _____