The Contractor shall provide a copy of the background check report(s) to the District, upon request.

24. The Contractor is not an employee of District and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal Income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.

25. The Contractor understands products produced as a result of the contract are the sole property of the District and may not be used by the Contractor without the express written permission of the District.

26. The Contractor agrees to hold District and the City of Providence harmless from any and all damages incurred by District or the City by reason of the Contractor's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

27. The contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party. Notwithstanding the foregoing, and subject to the provision concerning exceptions, modifications, or deviations set forth in Paragraph 7 hereinabove, the General Terms shall not be modified or amended in any way by subsequent agreement. In the event of a conflict between the General Terms and any subsequent modification or amendment to the contract, the General Terms shall control.

28. The Contractor expressly submits itself to and agrees that all actions arising out of or related to the contract or the relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island.

29. District agrees and acknowledges that Company and its licensors own all intellectual property rights in and to the Products including, without limitation, all trademarks, trade names, service marks and copyrights in the Products and all underlying software programs and related documentation. District agrees and acknowledges that District and any school shall not acquire any right, title or interest in or to any Company's intellectual property (IP), including, without limitation, software, trademarks, copyrights and other intellectual property of Company and no other rights are granted by Company to the District or any school in Company's IP by implication, estoppel or otherwise. District further acknowledges and agrees that Company shall continue, during the term hereof, to expand and modify its Products, in its sole disTJ 0 Tc 0 Tw 1.75 0 T3T

Data"). Certain portions of the Data may be considered Personally Identifiable Information ("***Personally Identifiable Information***"). De-Identified Data ("***De-Identified Data***") is data generated from usage of Company Products from which all Personally Identifiable Information has been removed or obscured so that it does not identify an individual student and there is no reasonable basis to believe the remaining information can be used to identify a student. For the purposes of this agreement De-Identified Data will not be considered Personally Identifiable Information and, thus, shall not be deemed FERPA Data, as defined above, or COPPA Data, as defined below. Personally Identifiable Information may be collected from students under the age of 13 during the normal course of such students' use of the Products and thus may be subject to the Children's Online Privacy Protection Act, in which case it will be known as COPPA Data ("***COPPA Data***"), but with respect to both COPPA Data and FERPA Data, such Data may only be used for the purpose of facilitating and enhancing the use and functionality of the Products and in connection with Company's providing the Products to District and its users. Company will access, use,

d. "Personally Identifiable Information"

31. Data Transfer Protocol. The District will assign a team representing technical and academic expertise ("District team") to work with Company to establish the automated data transfer. The project timeline, services provided by Company, and tasks required of the District Team will be finalized in a Statement of Work provided by Company and agreed upon by the District. Company will need to provide a detailed data definition and layout document that the District team will use to map their data system(s) to Company's data feed specification. At that point, Company will work with the District team to establish scheduled, automatic data transfers between the District student data system(s) and a secure file transfer protocol ("SFTP") site hosted by Company. Company will provide their data validation rules to the District team. Every time new data is published to the SFTP, Company will validate the data, load the successful records into the Company data system, and send an email to the District team notifying them of potential errors.

32. Ownership and Protection of Confidential Information
    a. By virtue of this Agreement and providing District with the Products, the parties may have access to information of the other party that is deemed confidential ("*Confidential Information*"). Confidential Information includes information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing

An Equal

BID FORM 1: BIDDER INFORMATION

Agrees to Bid on: Renew Barracuda 990 Backup Support Coverage (FY24)

DATE AND TIME TO BE OPENED: Thursday, May 25, 2023 at 1:00PM

Name of Bidder (Firm or Individual): _____

Business Address: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____

Total Cost (in numbers): _____

Total Cost (in writing): _____

Delivery Date: _____

_____

Signature of Representation

_____

Title