Purchaser ("Institution")
(please print or type)

Name of Institution: The University of Alabama

Authorized By: Carolyn Dahl
Title: Dean, College of Continuing Studies

Mailing Address

Box 870388

City: Tuscaloosa  State: AL  Zip: 35487-0388

Direct Phone: 205-348-4331  Email: cdahl@ua.edu

Requested Proctoring Services shall include (check all that apply):

☑ Proctoring via webcam, including remote screen monitoring and identity authentication service

☐ Other

________________________________________
 BILLING

☐ Option 1:

Institution agrees to pay all proctoring fees. ProctorU will deliver a monthly invoice to the Institution for the previous calendar month's proctored exam(s). Pricing Per Two-Hour Exam*: $22.50

☑ Option 2:

Institution agrees that students will pay all proctoring fees. Students will be required to provide a credit card number at the time the exam appointment is made. Pricing Per Two-Hour Exam*: $22.50

*Exam times are based on the maximum time limit of the exam being proctored. Additional hours will be charged at $8.75.

ProctorU agrees to provide proctoring services using webcams and live persons, each of whom are qualified to monitor exams and to authenticate that the named student is the student taking the exam. Appropriate members of the Institution will be given access to on-demand data reports for students' scheduled and completed exams. Price changes will be announced for sixty (60) days before the beginning of any term.

Institution agrees to provide ProctorU with the approximate number of exams it expects to be proctored during each subsequent term and all Information needed to proctor them; such Information should be provided thirty (30) days before the first expected proctoring appointment. ProctorU and the Institution may agree to an alternative schedule based on the needs of either party, such alternate schedule arrangement to be attached to the Agreement as an Addendum.

ProctorU and Institution agree that each will communicate with the other on a regular basis to ensure the remote proctoring process is satisfactory to the Institution and its students.

This Proctoring Services Agreement may be cancelled at any time by either party with thirty (30) days notice. Should the Agreement be cancelled, the parties agree that any monies owed to the other will be paid within thirty (30) business days.
AGREED: subject to attached University Addendum

INSTITUTION

The Board of Trustees of The University of Alabama

By: [Signature]

Title: Associate Vice President for Finance

Dated: 9/1/11

PROCTORU, INC.

By: [Signature] - Jarrod Morgan

Title: Vice President

Dated: 9/1/11
STATE OF ALABAMA  
TUSCALOOSA COUNTY  

UNIVERSITY ADDENDUM

This University Addendum is made a part of the service agreement between The Board of Trustees of the University of Alabama, a public corporation and constitutional instrumentality of the State of Alabama, by and through The University of Alabama ("UA"), and ProctorU, Inc. (hereinafter referred to as "Vendor").

1. UA does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama.

2. Independent Contractors. Nothing in the agreement shall be deemed to constitute either party, or any employee, agent, or representative of either party, an employee, agent or representative of the other party.

3. Disclosure Statement. Vendor certifies to its actual knowledge no UA employee or official, and no family members of a UA employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to UA on the attached Disclosure Statement of Relationship Between Contractors/UA and Employees/Officials of UA.

4. FERPA. To the extent that personally identifiable information regarding any student records is shared with Vendor pursuant to the Agreement, the parties agree to the attached "FERPA and Privacy Provisions" in order to comply with the Family Educational Rights and Privacy Act of 1974 (20 USC 1232(g) as amended ("FERPA"). Vendor shall be considered a school official with a legitimate educational reason to have access to such protected information, in compliance with this University Addendum.

IN WITNESS WHEREOF, the parties have caused this University Addendum to be executed by their authorized representatives on the dates set out below.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA

Vendor

Title: ________
Date: __/__/____

Title: Vendor
Date: __/__/____
PLEASE COMPLETE, SIGN, AND RETURN TO THE UNIVERSITY

DISCLOSURE STATEMENT OF RELATIONSHIP BETWEEN CONTRACTORS/GRANTEES AND EMPLOYEES/OFFICIALS OF THE UNIVERSITY OF ALABAMA (THE “UNIVERSITY”)  

1. Contract No.: N/A  
3. Nature of contract/grant: Service Agreement  
4. Does the contractor/grantee have any relationship with any employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract/grant? If so, please state the names, relationships, and nature of the benefit. 

(For employees of the University, family members include spouse and dependents. For members of the Board of Trustees (officials), family members include spouse, dependents, adult children or their spouses, parents, in-laws, siblings, and their spouses.)  

This Disclosure Form will be available for public inspection upon request.  

The above information is true and accurate, to the best of my knowledge.  

Signature of Authorized Agent of Contractor/Grantee  

Date 9/9/11
FERPA and PRIVACY PROVISIONS

Vendor agrees to the following privacy provisions, in order to comply with the requirements of The Family Educational Rights and Privacy Act (FERPA) and other relevant privacy laws.

Definition of Covered data and information (CDI) includes paper and electronic student education record information supplied by IA, as well as any data provided by UA students to Vendor.

Acknowledgment of Access to CDI: Vendor acknowledges that the Agreements may allow Vendor access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Vendor agrees to hold CDI in strict confidence. Vendor shall not use or disclose CDI received from or on behalf of UA except as permitted or required by this University Addendum, as required by law, or as otherwise authorized in writing by UA. Vendor agrees that it will protect the CDI it receives from or on behalf of the University according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

Return or Destruction of CDI: Upon termination, cancellation, expiration or other conclusion of the Agreements, Vendor shall return all CDI to UA or, if return is not feasible, destroy any and all CDI.

Remedies: If UA reasonably determines in good faith that Vendor has materially breached any of its obligations under this Agreements or University Addendum, UA, in its sole discretion, shall have the right to require Vendor to submit to a plan of monitoring and reporting; provide Vendor with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, UA shall provide written notice to Vendor describing the violation and the action it intends to take.

Maintenance of the Security of Electronic Information: Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of UA or its students. These measures will be extended by contract to all subcontractors used by Vendor.

Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Vendor, within one day of discovery, shall report to UA any use or disclosure of CDI not authorized by the Agreements, this University Addendum or in writing by UA. Vendor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by UA.

Indemnity: Vendor shall defend and hold UA harmless from all claims, liabilities, damages, or judgments involving a third party, including University’s costs and attorney fees, which arise as a result of Vendor’s failure to meet any of its obligations under the Agreement or this University Addendum.