

IASystem Program Services License Agreement

The University of Washington, a public institution of higher education having administrative offices in Seattle, Washington, through its office UW CoMotion, 4545 Roosevelt Way NE, Suite 400, Seattle WA 98105-4608 (“UW”) and _____, with its administrative offices at _____ (“Subscriber”) collectively referred to as Parties, agree as follows, effective as of the latest date upon which this License Agreement including all Schedules referenced herein (“Agreement”) is fully executed (“Effective Date”):

Background:

The University of Washington provides post-secondary institutions with critical quantitative and qualitative information to improve teaching and learning through its UW Office of Educational Assessment (“OEA”) by using OEA-developed proprietary evaluation tools and questionnaire items, via IASystem software, OEA’s web-based course evaluation service that manages and delivers course evaluation surveys and results in digital and print formats (“IASystem”).

1. Definitions

1.1 “Authorized User” or “User” means current employees of the Subscriber who meet the following qualifications: they are working under the supervision of the Subscriber-Contact; they are permitted to access Program Services from within Subscriber’s premises or from such other places where Users occasionally perform their work or research for the Subscriber; they are conducting work for the Subscriber’s non-commercial benefit; they have been notified of the disclaimers in the Agreement; and, they have been given a password by Subscriber.

1.2 “Confidential Information” means any information of the Parties not generally known to the public, including any information comprised by those materials and including without limitation the Parties business plans or reports. Confidential Information does not include any information that: is required by law to be disclosed; is or becomes part of the public domain through no fault of receiving Party; is known to receiving Party prior to the disclosure by the disclosing Party, as evidenced by documentation; is publicly released as authorized under this Agreement; is subsequently obtained by a Party from a Third Party who is authorized to have such information; or is independently developed by a Party without reliance on any portion of the Confidential Information received from the disclosing party and without any breach of this Agreement as evidenced by documentation.

1.3 “Data” means information supplied by the Subscriber or Students to UW related to the deployment and use of IASystem Program Services, including information supplied by the Subscriber by its Authorized Users and the Confidential Information related to Subscriber students for the Purpose. Data remains the property of the Subscriber.

1.4 “Data Storage Services” means the electronic data stored inside the Subscriber’s IASystem.

1.5 “De-identified Aggregated Data” means Data from which identification codes have been removed and that have been combined into categories or sub-categories for OEA preparation of IASystem reports and in the OEA ongoing development of IASystem and Software.

1.6 "Delivery Date" means the mutually agreed-upon date of _____ on which IASystem Contact provides Subscriber with access to Program Services.

1.7 "Fee(s)" means the amount due for permissions herein from Subscriber under this Agreement as identified in Schedule B.

1.8 "Feedback" means information in written or verbal form that is provided by the Subscriber to OEA on deployment and use of the IASystem by the Subscriber.

1.9 "IASystem Contact" means

Title: OEA Director Email: oea@uw.edu
Phone: 206-543-1170 Fax: 206-543-3961

1.10 "IASystem Installation" means the customized application and database created by UW for Subscriber to provide Program Services.

1.11 "OEA Forms and Items" means instructional assessment evaluation forms and the individual questionnaire items and elements.

1.12 "Program Services" means the activities identified in Schedule A.

1.13 "Purpose" means access to Program Services to manage and deliver course evaluation surveys and results for the internal use of the Subscriber for its Students and its employees.

1.14 "Server" means a UW operated computer server or a server under contract to UW on which the Software and Data are remotely accessed via the Internet and through which Program Services are provided.

1.15 "Software" means the IASystem software, website, its digital media content, including customization for Subscriber Purpose.

1.16 "Students" means persons enrolled in the Subscriber's Sites.

1.17 "Total Student Enrollment" is the most recently published number of Students identified as the Subscriber's official FTE enrollment figure and published on the Subscriber's official website.

1.18 "Subscriber-Contact(s)" means the following person(s) designated by the Subscriber:

1.19 "Subscriber Administrative Contact" shall be the person authorized by Subscriber to receive notices from UW of an administrative nature, including coordinating the payment of Fees, and to provide IASystem Contact with the Subscriber's current published total number of enrolled Students. The Subscriber Administrative Contact shall be:

Name: _____ Title: _____
Department: _____ Email: _____
Phone: _____ Fax: _____

1.20 "Subscriber System Coordinator Contact(s)" shall be those person(s) authorized by Subscriber to coordinate IASystem set-up for each Subscriber Site. Subscriber System Coordinator Contact responsibilities include but are not limited to (a) providing OEA with access to technical information required by OEA to administer a "single-sign-on" via the Subscriber administrative computer services, and (b) supplying OEA with information on Subscriber "Course Tree" as specified by the IASystem at <http://iasystem.org/faq/>. Subscriber System Coordinator Contact(s) are identified on Schedule C.

1.21 “Subscriber Site(s)” means the administrative units within which Authorized Users who have access to Program Services are usually located. Subscriber Site(s) are scoped to the part of the institution that will be using IASystem and may include a main campus, branch campuses, colleges or schools. Subscriber Sites authorized to access Program Services identified are identified on Schedule C.

1.22 “Third Party” means an individual or entity other than the UW and the Subscriber.

2. Grant and Permission

2.1 Commencing on the Delivery Date, and conditional upon the payment of Fee(s) by Subscriber, UW hereby grants to Subscriber, and Subscriber accepts:

(a) a limited, non-transferable, non-exclusive and revocable license to use the Software on the Server solely for the Purpose; and

(b) a right to run the Software for the purpose of entering, querying, displaying and manipulating Data, including transferring and storing Data, producing reports, exporting Data for analysis, and utilizing the features of the Software to perform the Program Services .

(c) a right to access paper OEA Forms and Items and paper scanning services by OEA as may be requested by the Subscriber and on an “as available” basis for the OEA scanning services.

2.2 Commencing on the Effective Date, Subscriber hereby grants to UW and UW accepts, a limited, no-fee, non-exclusive license to perform, display, modify, reproduce, distribute, and sublicense to third parties De-identified Aggregated Data for the ongoing normative and statistical analysis, reporting functions, and development of IASystem. This grant is limited to UW's use of the Subscriber's De-identified Aggregated Data within the IASystem and related professional reporting and scholarly activities of OEA.

2.3 Authorized Users may print output from the Program Services, provided such printouts are for use by Authorized Users as part of their internal practice and shall not be used for any Third Party purpose.

2.4 Subscriber shall not sublicense, sell, display, lend, rent, lease or otherwise transfer all or any of Program Services or OEA Forms and Items rights under this Agreement, including the permission to access and use the Software, nor shall it copy or duplicate any screens or Subscriber interfaces in the Software.

2.5 Only Subscriber's Authorized Users may access Program Services and access to Program Services is not granted for any Third Party.

2.6 All rights not expressly granted in this Agreement are solely reserved by UW. UW shall have the right to modify the content of the Program Services as part of ongoing application development of the IASystem.

3. Ownership and Acknowledgement of Relationship

3.1 UW owns the intellectual property in the Program Services, Software and OEA Forms and Items. UW solely reserves all rights not expressly granted in this Agreement. Subscriber acquires no proprietary interest in Program Services Software and OEA Forms and Items. Subscriber shall retain in the Program Services such copyright, trademark, and other logos and identifiers and other notices pertaining to the Program Services as provided by OEA. UW copyright in the Work shall be cited in

all output from the Work and/or in any reference to the output from the Work as follows: "Copyright 2013-2014 University of Washington. All Rights Reserved."

3.2 Subscriber agrees to acknowledge Program Services, Software and OEA Forms and Items are the intellectual property of the University of Washington and Copyright in the Program Services, Software and OEA Forms and Items shall be cited in all output from the Program Services and/or in any reference to the output from the Program Services.

3.3 Subscriber agrees that technical specifications and instructions, including data structure and taxonomy related to the Software and Data Storage Services, shall be the confidential intellectual property of UW ("Confidential IP") and shall not be copied, modified, distributed, performed or displayed by the Subscriber for internal or external uses or shall not be shared with any Third Party for any reason. Subscriber shall take reasonable efforts to avoid disclosure and unauthorized access to the Confidential IP but in no case shall Subscriber take less care to protect the Confidential IP, Software and Data Storage Services than for its own information. Subscriber understands that any unauthorized disclosure of the Confidential IP is a material breach of this Agreement and may result in immediate suspension of Server access and termination of this Agreement.

3.4 Subscriber shall use the Software, Data Storage Services and access to the Server only for the Purpose and all such uses shall be in compliance with all applicable laws and only for lawful purposes.

3.5 Data stored on the Server shall at all times remain the property of the Subscriber, which grants UW permission to view the Data only to the extent necessary to provide the Program Services, or as De-identified Aggregated Data for the uses specified in Section 2.2, or to provide other services that may be separately negotiated.

4. Conditions and Additional Agreements

4.1 Subscriber is solely responsible for providing Authorized Users with information on the Subscriber's Student privacy policy and records retention policies and, as needed, conditions contained in the Family Educational Rights and Privacy Act and regulations ("FERPA") including obtaining required FERPA-related releases and forms, including Subscriber-policies related to gathering and storing FERPA-related forms.

4.2 Subscriber shall maintain current records of its Authorized Users and perform regular audits on current active Authorized Users and upon request by UW provide audit reports to the Subscriber's System Administrator.

4.3 Subscriber shall not distribute, publish, or otherwise transfer or allow to be transferred the Program Services or any modified or unmodified copies thereof, in whole or in part, without prior written permission of UW.

4.4 Subscriber agrees not to circumvent any authentication or security requirements established by the UW by the IASystem Contact, nor to engage in any activity that would cause harm to Server or the UW's computer network, including without limitation any form of hacking, interference, probing or scanning. Subscriber understands that any such violation is a material breach of this Agreement and may result in immediate suspension of Server access and termination of this Agreement by UW.

4.5 Subscriber shall have access solely to its own Data. Subscriber agrees it shall not have access to data belonging to any Third Party. Data that the Subscriber downloads from the Server, Subscriber accepts the entire risk and responsibility with respect to providing any such Data, whether by means of reports, downloaded files, or in any other format to a Third Party.

4.6 Subscriber agrees that all computers from which the Server is accessed will have currently updated security and anti-virus protection software installed.

4.7 Subscriber shall assume the risk and responsibility for maintaining an accurate and current list of its Authorized Users, including establishing its internal processes for updating the list of Authorized Users. UW is not responsible for providing passwords, account information, or updating access tracking for Subscriber's Authorized Users.

4.8 Subscriber acknowledges that in the event the Subscriber is terminated from use of the Program Services by UW, UW shall immediately suspend the accounts of all Authorized Users that are part of the Subscriber.

4.9 Subscriber shall not use the name "University of Washington," the "Office of Educational Assessment", "IASystem", its logo, marks, or any abbreviation thereof without prior written approval from UW except as otherwise expressly provided in this Agreement or as required for reasonable and customary use in describing the origin of the Program Services. All goodwill associated with IASystem, OEA and UW marks and identifiers shall inure to UW. For the avoidance of doubt, UW IASystem™ and other logos and identifiers are the trademarks of the UW.

4.10 Subscriber agrees that UW may publically acknowledge the license relationship between the Subscriber and UW, provided that UW does not use the logo, trade/service marks of the Subscriber without the Subscriber's prior written approval.

5. Delivery

5.1 On Delivery Date, UW shall designate the Subscriber System Coordinator Contact(s) as administrator(s) in the Subscriber's IASystem Installation. Subscriber will have access to Program Services at reasonable times and for reasonable periods for the purpose of using the Software and obtaining Data Storage Services for Program Services.

5.2 Access to the Software and the Server and other Program Services may be interrupted for maintenance and upgrades to the Program Services, the Software, and the Server. When possible, interruptions will be announced in advance. Access to all Program Services shall be controlled through Subscriber's single sign-on protocols for Authorized User.

5.3 Subscriber understands and agrees that access to the Server and network to which it is attached is subject to interruptions due to factors beyond the control of UW and that, despite UW's best efforts, the Server and network to which it is attached may not be error free or free from viruses, malicious code or other harmful components.

6. Technical Assistance and Training

6.1 UW shall endeavor to correct program defects as identified by UW relating to Software's operation, to provide periodic updates to the Software as these are released by UW to Subscribers, in response to inquiries made in the form of email requests at support@iasystem.org.

6.2 Subscribers will receive training-related Program Services. Training shall be on an "as available" basis and limited to a total of four (4) hours during each annual license. On-site training shall be at the Subscriber's expense for all UW travel and customer support activities.

6.3 Technical assistance will be available between 8am – 5pm (Pacific Time) Monday - Friday. Contact technical assistance at: 206-543-1170 or support@iasystem.org.

6.4 In cases of planned system outage, effort will be made to contact Subscribers in advance of the outage.

7. Modifications, Customization and Feedback

7.1 During the term of this Agreement, UW will provide modifications to the Software and Data Storage Services as they are publicly released to Subscribers. Subscriber requests for modifications or customization shall be directed to the Subscriber System Coordinator Contact and approved by the Subscriber Contact, or a person delegated by the Subscriber Contact for technical issues.

7.2 UW may contact Subscriber's Authorized Users at mutually convenient times to request Feedback on use of Program Services to assist in development of Program Services.

7.3 Subscriber agrees that UW is permitted to use feedback from the Subscriber and from the Authorized User at no charge or royalty in making changes to the Program Services.

8. Term

8.1 The annual subscription shall be one (1) year from the Delivery Date and may be renewed annually, provided UW sends Subscriber a notice of renewal and Subscriber's timely payment of the Fee is received by UW.

9. Termination

9.1 Provided Subscriber has paid the Fee, Subscriber may terminate this Agreement at any time upon 30 days written notice to UW. UW may terminate this Agreement upon notice if Subscriber is in breach of this Agreement and fails within 30 days of a written demand for performance to cure such breach. After notice period elapses, access to Program Services will be immediately terminated.

9.2 The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have. Termination of this Agreement shall terminate all rights and permissions granted to Subscriber relating to the Program Services. The obligation to pay any required Fee survives termination of this Agreement.

9.3 Upon termination or expiration of the Term, Subscriber has sixty (60) days to request OEA download and export Data for the Subscriber's use. UW will destroy all of the Subscriber's Data by the deadline given and no Data will be available to the Subscriber after the deadline. It is not the responsibility of UW to download Subscriber's Data prior to termination of this Agreement. UW is not liable if Data is lost. Subscriber shall hold UW harmless from any loss of Data occasioned by the operation of this Section 9.

10. Representation and Risk

10.1 UW represents that UW has full power to enter into this Agreement and to grant the rights herein granted to Subscriber

10.2 Subscriber represents it has full power to enter into this Agreement, to carry out its obligations hereunder and to accept the rights herein granted from UW.

10.3 Program Services are provided to Subscribers knowledgeable about instructional assessment and evaluation and with independent means of assessing performance of its employees. The Program Services are not intended to be used as the sole indicator of individual or group performance or to be the sole determination of professional fitness or advancement. The Program Services are not intended to be a substitute for Subscriber's independent instructional assessment and professional evaluation activities, its standards of professional fitness, or its certification of Subscriber's employees.

10.4. IASystem Program Services has been developed as part of research and professional development activities conducted at OEA. Program Services are experimental in nature and is made available "AS IS," without obligation by the OEA to provide accompanying services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Program Services is with Subscriber.

10.5 UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, ALL MATTERS WITH RESPECT TO THE PROGRAM SERVICES.

UW SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, LOST PROFITS, OR OTHER DAMAGES SUFFERED BY SUBSCRIBER OR ANY THIRD PARTIES RESULTING FROM THE USE OF THE PROGRAM SERVICES OR SERVICES INCLUDING ANY LOSS OR CORRUPTION OF DATA. IN NO EVENT SHALL UW BE RESPONSIBLE OR LIABLE FOR ANY CLAIM FOR PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES ARISING FROM ANY ALLEGED BREACH OF THIS AGREEMENT BY UW. SUBSCRIBER HEREBY RELEASES UW, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, FACULTY, AND STUDENTS FROM ALL CLAIMS RELATING TO THE FOREGOING.

10.6 To the extent allowed by law, Subscriber shall defend, indemnify and hold harmless UW, and its officers, the Program Services developers, employees, students, and agents, against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from Subscriber's possession and/or use of the Program Services, including but not limited to any damages, losses, or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive termination or expiration of this Agreement for any reason, to the fullest extent permitted by applicable law.

10.7 Subscriber acknowledges that UW is an agency of the state of Washington and has obligations to maintain public records under Washington under RCW 42.56 et seq. If UW receives a public disclosure related to the Program Services or any part thereof, UW shall notify the Subscriber of the request. UW may in good faith, and at its sole discretion, respond to any such request, and in so doing, any release of information by UW that UW reasonably determines is not exempt from public disclosure shall not be deemed a breach of this Agreement. Subscriber releases UW from liability for release of any information held by UW pursuant to a public records request.

11. Fees and Payment

11.1 Fees are identified in Schedule B and are non-refundable. Subscriber shall pay to UW the Fees as set forth on Schedule B upon execution of this Agreement. Should payment not be received from Subscriber by UW within 30 days of Effective Date, UW, at its sole discretion, may terminate this Agreement without notice.

11.2 If Subscriber requests modifications or customization of IASystem Installation, UW may in its sole discretion agree to provide such modifications or customization on an "as available" basis and upon prior mutual written agreement between UW and the Subscriber ("Additional Technical Assistance and Customization").

11.3 Additional Technical Assistance and Customization shall be under a separate agreement between UW and the Subscriber, with conditions as follows:

- (a) Customization/Technical Assistance may be provided by UW on an "as available" basis and shall be at the sole discretion of UW.

(b) Customization/Technical Assistance shall exclude basic or applied research that shall be more appropriately handled by UW through a sponsored research agreement. Subscriber understands and agrees that UW is not operating as a vendor in the trade.

12. Notices

All notices and other communications related to this Agreement shall be deemed to have been duly given (i) upon automated confirmation of email from UW to the Subscriber, or (ii) 3 days after being sent by registered or certified U.S. mail (postage prepaid), or (iii) upon actual receipt if sent by express courier. Notices will be sent to the addresses first listed below:

For matters related to the Agreement:

For the University of Washington:	For the Subscriber:
Director, Technology Licensing CoMotion University of Washington 4545 Roosevelt Way NE, Suite 400 Seattle, WA 98105-4608 Email: license@uw.edu Fax: 206-616-3322	Notices will be sent to the contact information of the Subscriber unless Subscriber provides an alternate contact to UW.

13. General

13.1 This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the State of Washington, United States. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. Subscriber accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts.

13.2 No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder. Amendments to this Agreement must be in writing, reference this Agreement, and must be signed by duly authorized representatives of UW and Subscriber. Headings are provided for convenience only.

13.3 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

13.4 This Agreement and the rights and benefits conferred upon Subscriber hereunder may not be assigned or otherwise transferred by Subscriber without the prior written consent of UW. This Agreement may be assigned by UW.

13.5 Failure of UW to perform or delay in the performance of UW’s obligations under this Agreement due to any cause or event not reasonably within UW’s control, including but not limited to casualty, labor disputes, failure of equipment, compliance with government authority or Act of God, shall not constitute a breach of this Agreement, and UW’s performance shall be excused during such delay.

13.6 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof.

UW and Subscriber have executed this Agreement by their respective duly authorized representatives on the dates given below.

For the University of Washington

By: _____

Name: _____

Title: _____

Date: _____

For the Subscriber

By: _____

Name: _____

Title: _____

Date: _____

UW OEA Director Concurrence

By: _____

Name: _____

Title: _____

Date: _____

**Schedule A. IASystem
Program Services**

A.1 Program Services shall include the following services and training resources materials which require that the SUBSCRIBER providing designated input and/or information needed for setup and deployment:

Program Services	Description	Format/Notes on Program Service	Service available to:	Information to be provided by the SUBSCRIBER:
<i>IASystem™</i> web application	Online application for creating online course evaluations, requesting paper course evaluations, viewing course evaluation progress and reporting course evaluation results	Web-based software as a service	Authorized Users with login and password	Contact information for Authorized Users; Technical Contact; Course Tree; and Site Configurations
<i>IASystem™</i> standard evaluation forms	Each of the proprietary <i>IASystem™</i> course evaluation forms are carefully designed to assess specific instructional settings and support both pedagogical (formative) and programmatic (summative) decision making	<i>IASystem™</i> standard evaluation forms are available in the <i>IASystem™</i> web application for online delivery	Authorized Users	None
Paper <i>IASystem™</i> Evaluation Forms & Scanning Services	<i>IASystem™</i> scannable evaluation forms and data processing services for paper-based course evaluations	Scannable paper forms and scanning services can be purchased from OEA separately for paper-based course evaluations	Authorized Users	Identification of the specific form and if scanning services are required
<i>IASystem™</i> User's Manual	Directions for using the <i>IASystem™</i> web application including creating evaluations and reports	Located within the web-based application	Authorized Users	None
<i>IASystem™</i> Training	Four (4) hours of training and instruction in using the <i>IASystem™</i> web application	Online webinar training	Authorized Users	Mutually agreed date and time
Additional Technical Assistance or Customization	Custom reporting, data interpretation, sample set up or other	Will vary depending on local need		

**Schedule B.
IASystem License Fees and Payment**

B.1 Fees

B.1.1 Subscriber shall pay to UW a one-time set-up fee (“Set-up Fee”) of \$3,850 for Program Services. The Set-up Fee applies to all new Subscribers.

B.1.2 Subscriber shall pay to UW an annual license fee (“Annual License Fee”) based on Subscriber’s Total Student FTE Enrollment as identified in the following fee schedule. As of the Effective Date, the Subscriber’s Student enrollment is _____ as identified at: [http:// _____](http://_____). Student enrollment number shall be verified each year by Subscriber prior to the anniversary of the Delivery Date.

B.1.3 Subsequent renewals of the Annual License Fee are due prior to anniversary of the _____ Delivery Date each year.

B.1.4 Annual License Fee for IASystem Program Services is as follows:

Enrollment Category	Total Student Enrollment	Annual Licensing Fee Per Student	Subscribers Total Student Enrollment	Amount
1	< 2,000	\$1.35/per		\$
2	2,000 – 4,999	\$1.30/per		\$
3	5,000 – 9,999	\$1.25/per		\$
4	10,000 – 14,999	\$1.20/per		\$
5	15,000 – 19,999	\$1.15/per		\$
6	20,000+	\$1.10/per		\$
				Annual License Fee \$ _____

B.1.5 Additional Fee for Paper Evaluation Services

Selected by Subscriber on an “As Needed” basis		Amount
IASystem™ Paper Evaluation Forms	\$0.10/per form	\$ TBD
IASystem™ Forms Scanning	\$0.16/per form	\$ TBD

UW Overhead Rate on Paper Form & Scanning	18% of subtotal of Total Fees in B.1.5	\$ TBD
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B.1.6 **Total Fees** shall be the combination of the following Fees:

Set-up Fee (B.1.1)	\$
Annual License Fee (B.1.4)	\$
Additional Paper Evaluation Services (B.1.5)	\$ TBD as applicable
Total Fees	\$ _____

B.2 Payment

B.2.1 All Fees identified in B.1.6 are payable in U.S. Dollars in full the later of (a) the anniversary of the Delivery Date or (b) 30 days after receipt of the invoice from UW.

B.2.2 Invoices for Set-up Fee and Annual License Fees shall be invoiced by UW CoMotion upon execution of this Agreement. UW will include Subscriber’s Purchase Order (PO) numbers on the initial invoice if Subscriber enters such PO number here: _____. UW will also include Subscriber’s Purchase Order (PO) numbers on ongoing invoices if Subscriber emails such PO number with reference to “IASystem” to ipfin@uw.edu at least 30 days prior to the anniversary of the Delivery Date. For payment by Purchase Order (PO), send instructions to:

Attention: Contract Manager, UW CoMotion, Finance and Business Operations,
 4545 Roosevelt Way NE, Suite 400
 Seattle, WA 98105-4608.
 Phone: 206-543-3970; Facsimile: 206-616-3322;
 Email: ipfin@uw.edu

B.2.3 Invoices for Additional Paper Evaluation Services shall be invoiced on an AS APPLICABLE basis by the Office of Educational Assessment. Payment may be by Purchase Order (PO) via check or Electronic Payments (EFT). For payment by PO, send instructions to:

Attention: UW-IR
 UNIVERSITY OF WASHINGTON
 Invoice Receivables, P.O. Box 94224
 Seattle, WA 98124-6524.
 Phone: 206-543-1170; Facsimile: (206) 543-5706;
 Email: iasystem@uw.edu

Remember to indicate the license and invoice number on your check. Wire transfer is also available subject to an additional \$30 fee to be added to the payment.

**Schedule C.
Subscriber Site and System Coordinator Contact**

List the name of each Site and provide its physical street address.

Site Name	
Site Street Address	
Site System Coordinator Contact Include the name, title, email, phone & mailing address (if different than Site address)	

Site Name	
Site Street Address	
Site System Coordinator Contact Include the name, title, email, phone & mailing address (if different than Site address)	