



**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00038212**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (this 'Agreement'), is as of this Agreement is fully executed ('Effective Date'), by and between San José Unified School District ('Client') and College Board ('College Board').

**WHEREAS**, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services.** College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, 'Services') in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ('Schedule'). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on December 31, 2025 ('Initial Term'). Client may renew this Agreement in twelve (12) month increments ('Renewal Term'), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the 'Term.' If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

**2.2.3 Availability of Services.** In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the Services furnished during the 2024-2025 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

**4.0 Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.



## 5.0 Representations and Warranties.

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, 'Damages') provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

## 9.0 Miscellaneous.

**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its



reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in [Section 9.1 \(Cooperation\)](#), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a 'Force Majeure Event') that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

**9.3 Governing Law and Choice of Forum.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a 'read-receipt' which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**

K-12 Contract Management

College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
[Contractsmangement@collegeboard.org](mailto:Contractsmangement@collegeboard.org)

**With a copy to**

Legal Department

College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
[Legalnotice@collegeboard.org](mailto:Legalnotice@collegeboard.org)

**To Client (Primary):**

Amanda Vasquez  
Program Analyst  
San José Unified School District  
855 Lenzen Ave  
San Jose, California 95126-2736  
Tel: (408) 535-6111, ext. 17415  
[avasquez@sjusd.org](mailto:avasquez@sjusd.org)

**To Client (Procurement):**

Purchasing and  
Contract Management  
San José Unified School District  
855 Lenzen Ave  
San Jose, California 95126-2736  
Tel: (408) 535-6141  
[purchasing@sjusd.org](mailto:purchasing@sjusd.org)

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

**9.6 Relationship of the Parties.** The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a 'subrecipient' receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a 'vendor' that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a

subrecipient.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

**9.13 Integration, Execution and Delivery.** This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



**SAN JOSÉ UNIFIED SCHOOL DISTRICT**

**COLLEGE BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tracy Morrison  
Name

\_\_\_\_\_  
Director of Procurement  
Title

\_\_\_\_\_  
Date

<sup>DS</sup>  
UN

DocuSigned by:  
*Trevor Packer*

\_\_\_\_\_  
C2E7EBB677DF4CC  
Signature

\_\_\_\_\_  
Trevor Packer  
Name

\_\_\_\_\_  
Senior Vice President, AP & Instruction  
Title

\_\_\_\_\_  
2/12/2025  
Date

**ADVANCED PLACEMENT SCHEDULE FOR DISTRICT CENTRAL BILLING  
FOR 2025 AP EXAMS**

**I. SCOPE OF WORK**

**A. AP Exam Administration.**

The Advanced Placement® Exams will be furnished by College Board to students in May of 2025 (“2025 AP® Exam”). In connection with College Board’s administration of the 2025 AP Exams: i) College Board and San José Unified School District (hereinafter “District”) will implement this district central billing agreement for the District to pay for 2025 AP Exams on behalf of students and if requested by District, any additional fees incurred for students who have registered to take the 2025 AP Exams; ii) College Board will provide an online participation form (“AP Participation Form”) for e-signature to each of District’s schools, which authorizes each school to order and administer AP Exams; and iii) College Board will make AP participation and performance data (“AP Online Score Reports”) available for District’s students enrolled in schools participating under this Agreement.

**B. District Central Billing for AP Exams.**

College Board’s standard fee for each 2025 AP Exam is \$99.00 (ninety-nine dollars), except for AP Seminar Exams and AP Research Exams. College Board’s standard fee for each 2025 AP Seminar Exam and each 2025 AP Research Exam is \$147.00 (one hundred and forty-seven dollars) per exam. The exam fee includes a \$9.00 (nine dollars) rebate per exam that schools can retain to offset exam administration costs. College Board provides a \$37.00 (thirty-seven dollars) fee reduction per exam for eligible students with financial need (“College Board AP Exam fee reduction”).

District will pay College Board for AP Exams on behalf of its students as follows:

1a) For each 2025 AP Exam, except AP Seminar Exams and AP Research Exams, taken by students who attend District’s schools and do not qualify for the College Board AP Exam fee reduction, the following will occur:

- i. District will pay \$90.00 (ninety dollars) per exam on behalf of its students to College Board; and
- ii. The student’s \$9.00 (nine dollars) fee per exam paid to the school may be retained by the school unless the applicable school will forego its \$9.00 (nine dollars) rebate per exam.

1b) For each 2025 AP Seminar Exam and each 2025 AP Research Exam taken by students who attend District’s schools and do not qualify for the College Board AP Exam fee reduction, the following will occur:

- i. District will pay \$138.00 (one hundred and thirty-eight dollars) per exam on behalf of its students to College Board; and
- ii. The student’s \$9.00 (nine dollars) fee per exam paid to the school may be retained by the school unless the applicable school will forego its \$9.00 (nine dollars) rebate per exam.

2a) For each 2025 AP Exam, except AP Seminar Exams and AP Research Exams, taken by students who attend District’s schools, and who qualify for the College Board AP Exam fee reduction, as indicated by the applicable school’s AP coordinator, the following will occur:

- i. College Board will provide a \$37.00 (thirty-seven dollars) fee reduction per exam; and
- ii. The applicable school will forego its \$9.00 (nine dollars) rebate per exam; and
- iii. District will pay \$53.00 (fifty-three dollars) per exam on behalf of its students to College Board.

2b) For each 2025 AP Seminar Exam and each AP Research Exam taken by students who attend District’s schools, and who qualify for the College Board AP Exam fee reduction, as indicated by the applicable school’s AP coordinator, the following will occur:

- i. College Board will provide a \$37.00 (thirty-seven dollars) fee reduction per exam; and
- ii. The applicable school will forego its \$9.00 (nine dollars) rebate per exam; and



- iii. District will pay \$101.00 (one hundred and one dollars) per exam on behalf of its students to College Board.

District is required to designate a duly authorized official (“District Official”) to request this district funding arrangement in College Board’s “AP Registration and Ordering” system. If the District Official sets up the District funding in AP Registration and Ordering, College Board will then bill the District centrally based on the number of AP Exams administered in each category as indicated. If the District Official does not set up the District funding arrangement in College Board’s “AP Registration and Ordering” system, each of District’s individual schools will be invoiced and required to pay College Board instead.

### C. Additional Fees.

If the designated District Official sets up the District funding arrangement in College Board’s “AP Registration and Ordering” system to include any of the following additional fees, College Board will bill the District centrally for the additional fees indicated, if incurred:

- i. **Late Order Fee:** An additional fee of \$40 per exam (in addition to the base exam fee) will be applied to each exam ordered between November 16, 2024, and March 14, 2025, 11:59 pm ET. This fee will not apply to exams for courses that start after the November 15 final ordering deadline nor for exams for students who transfer to the District.
- ii. **Unused/canceled exam fee:** \$40 per exam for:
  - a. Exams canceled in the AP Registration and Ordering system after November 15, 2024, and by March 14, 2025.
  - b. Exams that are not taken and are indicated as unused in AP Registration and Ordering before the school’s invoice is generated. (Invoices are generated after late testing ends.)
  - c. The original exam fee is removed from the invoice.
- iii. **Late-testing fee:** \$40 per exam (in addition to base exam fee) as applicable for alternate exams for late testing.
- iv. **Late Exam Return:** Twice the exam fee for each exam in shipments received after June 1, 2025.
- v. **AP Score Labels:** \$100 per set
  - a. Labels with students’ AP scores can be ordered by schools and used to put on transcripts and other records.
- vi. **Free-Response Booklets:**
  - a. Schools can order their students’ free-response booklets for a fee that is based on the number of booklets provided:
    - i. \$60: 1-20 booklets
    - \$120: 21-50 booklets
    - \$180: 51-100 booklets
    - \$300: More than 100 booklets

### D. Invoicing.

College Board will bill the District on behalf of its students by June 30, 2025 for the 2025 AP Exams and any additional fees requested to be incurred. District shall remit payment to the address on the invoice of the amount indicated within thirty (30) days upon receipt of such invoice.

## II. ADVANCED PLACEMENT TERMS AND CONDITIONS

**A. Ownership of Intellectual Property.** District acknowledges and agrees that the AP Online Score Reports and the AP Exam, and all items (questions) contained therein, including all copies thereof, all examination materials, and all data included but not limited to all individually identifiable information collected under this Agreement is at all times exclusively owned by College Board, who is the exclusive owner of all rights therein, in and to the AP Exam, including, without limitation, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to the AP Exam to the District except for the license that has been granted.

**B. AP Online Score Reports.** When accessing the AP Online Score Reports, District shall comply with the terms of use of the online site. District may provide the AP Online Score Reports to the state or federal agency that has funded any of the exams furnished under this Agreement. District is prohibited from using the AP Online Score Reports and any data within the reports for any other purpose without the express written consent of College Board.

## III. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College



Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.



**Budget Schedule**

Description	Estimated Quantity	Unit Price	Estimated Amount
2025 Advanced Placement® (AP®) Exams for Standard-Fee Students	6,400	\$90.00	\$576,000.00
2025 Advanced Placement® (AP®) Capstone Exams for Standard-Fee Students	200	\$138.00	\$27,600.00
<b>TOTAL</b>	<b>6,600</b>		<b>\$603,600.00</b>