



SWIS™, CICO-SWIS™ and ISIS-SWIS™ LICENSE AGREEMENT

Licensed Software and Internet Access Subscription

Authorized SWIS™ Facilitator:

Name: _____

Dated: _____

Note: This License Agreement (Agreement) must indicate the name of the Authorized Facilitator above for the school or institutional Licensee named in the Agreement, which follows.

IMPORTANT - READ CAREFULLY: This Agreement is a legal agreement between your organization or entity, (hereinafter referred to as “Licensee”) and the State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon, an institution of higher education located in Eugene, Oregon (“Oregon”) for use of the School Wide Information System™ (“SWIS™”), SWIS™ with Check-in/Check-out SWIS (“CICO SWIS™”), or Individual Student Information System SWIS (ISIS-SWIS™) (alone, or with SWIS or with SWIS and CICO- SWIS™) as further described in Attachment A. This Agreement is effective as of the date of the Licensee’s authorized signature below (“Effective Date”).

LICENSEE INFORMATION

Organization: _____

Address: _____

Address: _____

BACKGROUND

1. Briefly, SWIS™ is a web-based information system designed to help school personnel to use office referral data to design school-wide and individual student interventions. The three primary elements of SWIS™ are:
 - a. an efficient system for gathering information
 - b. a web-based computer application for data entry and report generation
 - c. a practical process for using information for decision making
2. SWIS™ with CICO-SWIS™ provides additional ability to enter Daily Report data for individual students and connect the Daily Report data to the student’s office discipline referral history. ISIS- SWIS™ provides the capability manage individual student support plans, design personalized data collection programs, enter individual student data, and generate individual student reports.
3. SWIS™, CICO-SWIS™ and ISIS-SWIS™ were developed at the University of Oregon, and Oregon may license them as an educational and research courtesy to Licensee in accordance with this Agreement. The University of Oregon is a collaborator working with educators across the United States to improve the effectiveness of schools, and is not a commercial vendor. All SWIS™, CICO- SWIS™, and ISIS -SWIS™ license fees are used to continue the maintenance and development of these tools for the education community.

NOW, THEREFORE, in consideration of the promises, conditions and representations contained herein, Licensee agrees as follows:



I. DEFINITIONS

1. Authorized Users

Authorized Users are those individuals officially affiliated with the Licensee that are located at an Authorized Site, use an Authorized Terminal, and are listed on the attached School Information form.

2. Authorized Site

An Authorized Site is one contiguous school office complex or building comprising the Licensee's administrative offices. Extensions or related offices located in separate locations are considered separate sites unless otherwise agreed to in writing by the Licensor. Authorized Sites are limited to one corporate school entity per building or campus.

3. School Information Form

The School Information Form is used to collect data to uniquely identify the Licensee school for inclusion in the SWIS™ database, to identify Authorized Users, and to summarize the Licensee school's overall necessary information to implement SWIS™ at the Authorized Site.

II. TERMS AND CONDITIONS

1. License Grant

Oregon hereby grants to Licensee a non-exclusive, non-transferable, license ("License") to use the SWIS™ software and web-based internet access system and database (hereinafter "Licensed Software") for non-commercial education and research purposes only. Such License includes the right to access the SWIS™ website and database and to generate reports using the Licensed Software. If Licensee has elected SWIS with CICO-SWIS or SWIS with ISIS-SWIS and paid the applicable fee, Licensee also has the right to access CICO-SWIS or ISIS-SWIS as applicable as part of Licensed Software.

2. Access and Permitted Use and Support

- A. Access within the Authorized Site is restricted to Authorized Users. Only those Authorized Users' names submitted by the Licensee as part of the School Information Form may have access to the Licensed Software; any violation or unauthorized use constitutes cause for termination of the Agreement pursuant to Section 4.B(i). Additional information on security and confidentiality can be found in Attachment A.
- B. Licensee shall use reasonable efforts to ensure that only Authorized Users have access to Licensed Software and that such Authorized Users will not make any unauthorized copies nor transfer or aid in the transferring of software or any portion of data obtained thereby to any third parties. Licensee shall not transfer, sublicense or provide unauthorized access to the Licensed Software without prior written authorization from Oregon.
- C. Licensee shall have access to Licensed Software updates including distribution media and technical documentation and maintenance releases of Licensed Software (if any).
- D. Licensee shall have telephone and email support from Oregon between 8:00 AM and 5:00 PM Pacific Standard time, Monday through Friday, to the extent reasonably required by Licensee, and as staffing and schedule obligations of Oregon reasonably permit.



3. Payment

- A. Oregon will invoice Licensee by billing the Licensee or a Third Party Payer (as defined below) and such fee for services ("License Fee" as further specified in Attachment A) shall be due and payable upon receipt. Licensee may designate an entity other than Licensee (such as a state department of education) to pay the License Fee on Licensee's behalf ("Third Party Payer"). The Licensee, directly or through its Third Party Payer, agrees to pay Oregon the appropriate License Fee within 30 days of receipt of the invoice from Oregon. Any payments provided by Licensee or by the Third Party Payer to Oregon shall be irrevocable by Licensee or Third Party Payer, except as provided in Section 4.B(ii), and shall be made in U.S. dollars.
- B. Licensee agrees to pay Oregon the appropriate License Fee specified below and on subsequent annual invoices, and on supplemental invoices, received, if any, if the Licensee adds additional Authorized Sites that are approved by Oregon.
- C. Licensee shall complete all financial administration required by Licensee.

4. Term and Termination

- A. Term. The initial term of this Agreement shall begin on the Effective Date and shall continue until the following August 31 ("Access Period") or until otherwise terminated in accordance with this Section 4. Upon receipt of a completed, signed License Agreement and receipt of the License Fee, SWIS™ Licensed Software and website access will be activated.
- B. Termination.
 - (i) Termination for Default. Breach of any material term or condition of this Agreement by Licensee shall be grounds, at Oregon's sole discretion, for immediate termination of this license. In the case of such termination by Oregon, License Fees shall be non-refundable. Breach of any material term or condition of this Agreement by Oregon shall be grounds, at Licensee's sole discretion, for immediate termination of this license, and in the case of such termination, Licensee shall receive a pro-rated refund of the unused License Fee, such amount to be based on remaining months of service as determined by Oregon.
 - (ii) Termination for Convenience. Either party may cancel the Agreement at any time by providing the other party with thirty (30) days prior written notice. In the case of such termination by Oregon, the Licensee shall receive a pro-rated refund of the unused License Fee, such amount to be based on remaining months of service as determined by Oregon. In the case of such termination by Licensee, License Fees shall be non-refundable.
- C. No Use after Termination. Upon termination of this Agreement, Licensee and all Authorized Users shall cease using any portion of Licensed Software.
- D. Licensee's Obligations after Termination. Termination of this Agreement shall not extinguish any of Licensee's obligations under this Agreement which by their terms continue after the date of termination.

5. License Renewal



- A. At the end of the initial Access Period, Licensee may renew the Agreement for an additional one year Access Period by payment of an invoice generated annually from Oregon ("License Renewal"). Any renewal is subject to the approval of Oregon which may be granted or withheld in its sole discretion.
- B. If the License Renewal payment is not received within 60 days following the receipt by the Licensee of the invoice, access to Licensed Software system will expire. Oregon reserves the right to modify the terms of this Agreement for any renewal period including the modification of the fees for any renewal period upon thirty (30) days prior written notice.

6. Delivery

- A. The Licensed Software will be delivered using standard media and formats for use by the Licensee. It is the responsibility of the Licensee to establish and maintain Internet connections for access to the SWIS™ website and to provide and install suitable Internet web browsers and any other software necessary to access the SWIS™ Licensed Software system(s).
- B. Oregon shall use reasonable efforts to provide continuous availability of and advanced notice of planned interruptions to the Licensed Software through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, the loading of new information files, and downtime related to equipment or services outside the control of Oregon including public and private telecommunications services or Internet nodes or facilities.

7. Warranty and Indemnification

- A. Indemnification. To the extent permitted by law, Licensee hereby agrees to indemnify and hold harmless Oregon and its officers, directors, agents, volunteers and employees, from and against any and all claims, demands, damages, costs, and other related items ("Claims") arising or in any way connected with the use of or access to Licensed Software by Licensee or by any third party use of or access to Licensed Software through Licensee. Licensee assumes all liability for decisions made using Data reported from Licensed Software. This provision shall not be construed to in any way limit Licensee's right to assert any immunity defenses or damage limitation defenses.
- B. NO WARRANTY AND LIMITATION OF LIABILITY. LICENSOR PROVIDES ACCESS TO LICENSED SOFTWARE ON AN "AS IS" BASIS. LICENSEE AGREES TO BEAR ALL RISKS ASSOCIATED WITH THE USE OF LICENSED SOFTWARE. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE (EVEN IF LICENSOR KNOWS OF SUCH PURPOSE), OR THAT THE USE OF LICENSED SOFTWARE WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS OF THIRD PARTIES. LICENSEE HEREBY DISCHARGES AND RELEASES LICENSOR AND ALL OF ITS RESPECTIVE AGENTS, EMPLOYEES AND VOLUNTEERS, FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTIONS, DAMAGES OR DEMANDS OF ANY KIND AND NATURE WHATSOEVER WHICH MAY ARISE FROM OR IN CONNECTION WITH LICENSEE'S USE OF LICENSED SOFTWARE.
- C. Licensee acknowledges and agrees that Licensor's liability, if any, is subject to the limitations and conditions of the Oregon Tort Claims Act, Oregon Revised Statutes sections 30.260-30.300, and the Oregon Constitution, Article XI, Section 7.

8. General



A. Assignment

This Agreement may not be assigned or transferred by Licensee.

B. Entire Agreement, Modification, and Waiver

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto. No waiver, consent, modification, or change of any terms of this Agreement shall be binding unless the same is in writing and signed by both parties and all necessary approvals have been obtained. Such express waiver, consent modification, or change, if made, shall be effective only in the specific instance and for the specific purpose set forth in such signed writing.

C. Licensee's Authority

Licensee represents and warrants that the individual executing this Agreement on behalf of Licensee is duly authorized to execute and deliver this Agreement on behalf of Licensee in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of Licensee, and that this Agreement is binding upon Licensee in accordance with its terms.

D. Force Majeure

Oregon's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.





ATTACHMENT A School Wide Information System – SWIS™

Background:

School-wide positive behavior support (“SWPBS”) is a behaviorally-based discipline approach designed to improve the educational and social environment for all students by making problem behavior less effective and relevant, and desired behavior more functional. Thousands of schools across the United States have adopted (or are adopting) SWPBS as an approach for improving their social culture and educational effectiveness. A central feature of SWPBS is the regular collection and use of data for decision-making. The School-Wide Information System (“SWIS™”) is a web-based information system which helps school personnel collect and use office referral data to design school-wide and individual student interventions as part of a SWPBS program.

SWIS™

SWIS™ is a web-based software system for collecting and summarizing office discipline referrals in schools. The system was developed by University of Oregon faculty in collaboration with elementary, middle (junior high) and high school personnel. The purpose of SWIS™ is to provide schools with accurate, efficient, practical information for decision-making about school-wide discipline.

SWIS™ was developed to be an efficient, reliable and confidential strategy for managing office-discipline referral information. SWIS™ can be used (a) for internal decision making as schools improve their discipline practices, (b) for support plan design with individual students and their families, (c) for reporting to district, state and federal agencies about school outcomes, and (d) as a method of collecting aggregated data across schools.

SWIS™ database is housed on a secure and dedicated server at the University of Oregon, and is managed by a systems operator employed by the Positive Behavioral Interventions and Supports Technical Assistance Center projects at the University.

Once a SWIS™ account is set up, the school staff enters office discipline referrals onto a protected, web-space. The data may be summarized to provide information about individual students, groups of students, or the entire student body over any specified time period. Both numerical printouts, and graphs (histograms) are created for use in decision-making. While SWIS™ is flexible and can be adapted to the needs of individual schools, the major uses involve monitoring (a) the number of office discipline referrals per month, (b) the type of problem behaviors leading to office referrals, (c) the locations of problem behavior events, (d) problem behavior events by time of day, and (e) the students contributing to office discipline referrals. The system uses a menu-based data entry process that makes data entry and report generation easy and efficient

Check-in/ Check-out SWIS (CICO-SWIS™) is a separate application, embedded within SWIS™ that allows school personnel to monitor the daily progress of students who are using a Daily Report Card as part of their on-going behavior support. Students obtain feedback about their social behavior from adults within the school at the beginning and ending of each school day. Students may also receive feedback provided at multiple time periods throughout the day. The feedback provided on each student’s Daily Report Card can be entered into CICO-SWIS™ and graphic results can be produced by student. Summary data may also be reported for all students receiving support through CICO- SWIS™. The purpose of the CICO- SWIS™ application is to assist school personnel, families and students to monitor social progress, and to provide the professional accountability that is part of on-going behavior support.

Individual Student Information System SWIS (ISIS-SWIS™) is designed to meet the needs of individual student support plans, and can be used alone, or with SWIS or SWIS + CICO-SWIS™. ISIS-SWIS™ allows



management of individual support plans (team members, assessment, plan design, meeting minutes) in addition to allowing the team to (a) develop personalized data collection protocols, (b) enter data using those protocols, and (c) generate personalized reports based on the protocols.

FEES: (The fees listed below are per school per academic year)

If a school chooses to purchase any of our applications, the price per bundle is:

1 application	2 applications	3 applications
\$300	\$400	\$500

An organization (district, ESD, state, grant) purchasing applications for a set of schools will be billed at the following tiers:

	1 application	2 applications	3 applications
1-19 schools	\$300	\$400	\$500
20-39 schools	10% x base rate (\$270)	10% x base rate (\$360)	10% x base rate (\$450)
40+ schools	20% x base rate (\$240)	20% x base rate (\$320)	20% x base rate (\$400)

All organizations have the option to prepay for schools' bundled applications at the appropriate tiered rate. If the subscription is not prepaid, it will be invoiced upon account setup. Prorated subscription fees are not available.

Note: If a school signs up for any application after March 1 in any school year, the subscription fee will be waived for the remainder of the subscription year (August 31). The subscription will be renewed and invoiced on September 1 for the upcoming subscription year.

CONFIDENTIALITY AND SECURITY:

The following text summarizes the policies and practices currently in place for providing a confidential and secure environment for gathering, storing and using SWIS™, CICO-SWIS™ and ISIS SWIS™ - data:

Personalized Password. Security of SWIS™, CICO- SWIS™, and ISIS- SWIS™ data are enhanced through the personal selection of an 8-15 character password. Passwords are only available to identified individuals within the school. Access to the information for any specific school requires use of individual passwords. A major security risk within SWIS™ lies in the possibility that an unauthorized individual will gain access to a password. All school personnel using SWIS™ are encouraged to safeguard their password with care.

Encrypted data transfer. Information sent to or from SWIS™ is encrypted en route to minimize the remote chance that the data could be re-routed and interpreted.

Unique server space. Each school sending data to SWIS™ has a protected and unique space on the SWIS™ servers. No individual or other school has access to the information from another school without use of the individualized school password.

The SWIS™ firewall is continuously monitored and upgraded. The SWIS™ database is protected by a stateful transport-layer firewall with a "default-deny" ruleset that restricts access to all ports except 80 (http) and



443 (https) on our web servers. All Internet access to our database servers is blocked, and under the "default-deny" firewall ruleset, the only network connections which are allowed are those that have been explicitly allowed. The effectiveness of this firewall in preventing unauthorized access to SWIS™ accounts is monitored continuously, and upgraded regularly.

Use of SWIS™, CICO-SWIS™, and ISIS- SWIS™ data within the School-wide PBIS Research Database. Most schools using SWIS™, CICO-SWIS™ and ISIS-SWIS™ have agreed to have their data added to a national research database funded by the U.S. Department of Education. The purpose of this database is to document large demographic patterns, and to allow schools to compare their ODR results with similar groups of schools (elementary, urban, etc). When a school agrees to allow their data to be used in the Research Database the following considerations are important.

1. All student and staff names are deleted before data are transferred to the research database.
2. Disclosures to individuals or organizations conducting research using data from SWIS, CICO-SWIS™ and ISIS-SWIS™ comply with 34 CFR Sec. 99.31(6), the Department of Education's regulations implementing FERPA.
3. The research projects summarizing the information in SWIS™, CICO-SWIS™ and ISIS- SWIS™ have been reviewed and approved by the University of Oregon Internal Review Board for Protection of Human Subjects (45 CFR 46).
4. All data reported in research reports and presentations are done in aggregate format that prevents the identification of individual (a) students, (b) staff, or (c) schools.

We welcome questions and comments related to confidentiality and security of information entered into SWIS™, CICO-SWIS™ and ISIS- SWIS™. If you have additional questions or suggestions, please contact our Support Team (support@pbisapps.org).