

UNIVERSITY OF WASHINGTON - LEARNING MANAGEMENT SYSTEM "LTI" INTEGRATION CONTRACT

1. This Contract is between the University of Washington (University) and <<VendorName>> (Vendor) for a term beginning as of the Effective Date and last for <<ContractTerm>>.
2. Vendor is a provider of learning tools (including but not limited to <<FlagshipProductName>>).
3. Vendor seeks to integrate one or more of its products and/or services (Applications) with Canvas, the learning management system of University. Specifically, Vendor wishes to leverage the "Learning Tools Interoperability" (LTI) specification to allow Vendor's remote software applications and content to be used by students and other University end-users on Canvas.
4. Canvas provides the capability for end-users to authenticate their identity.
5. Other capabilities that the Vendor seeks to leverage through Canvas include:
 - a. Access to general University course catalog information (e.g. course title and instructors).
 - b. Access to certain information about which courses use the vendor's LTI-enabled Application(s).
 - c. Access to read certain data that Vendor and University agree are relatively more sensitive and require greater technical and administrative skill and effort in order to meet the expected standard of due care; such as (by way of example, not limitation):
 - i. class roster
 - ii. student email addresses
 - iii. student scores on assignments
6. The University Canvas LTI interface does not provide access to read logs of user access and activity. Vendor agrees that this Contract does not grant Vendor permission to read Canvas access logs.
7. **ATTACHED TO THIS CONTRACT IS A SET OF RIDERS, WHICH CONSTITUTE A PART OF THIS CONTRACT, AND WHICH CONTAIN ADDITIONAL TERMS AND WHICH ARE HEREBY INCORPORATED BY REFERENCE AS IF THE TERMS THEREOF WERE INCLUDED HEREIN.**
8. The "Work" under the incorporated additional terms shall apply to all Vendor operations, actions, and endeavors arising from Vendor's use of Canvas and/or LTI with Canvas.
9. In accordance with IT Special terms and conditions section III.3.b, Vendor acknowledges that access to information described in this subsection 5.c may be considered "education records" and/or personally identifiable information from education records as defined by the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Vendor and University agree that this information will be shared only to the extent necessary and consistent with a "legitimate educational interest." Vendor further acknowledges that it will be designated as a "school official," and agrees to develop, implement, maintain, and use appropriate administrative, technical, and physical security measures the confidentiality of this data and prevent re-disclosure. Re-disclosure (including use of the data for any purpose other than use in coursework as described above) of the data referenced in this subsection, or other data determined to be subject to FERPA that is accessed as part of this agreement, is prohibited. Vendor acknowledges that it is under the direct control of University with respect to the use and maintenance of FERPA-protected data related to University students.
10. Vendor recognizes that University is an agency of the State of Washington, and as such is subject to public records and records retention laws (Chapters 42.56 and 40.14 Revised Code of Washington, respectively). Vendor agrees to retain records related to University in accordance with applicable records retention laws and rules, and agrees to fully and timely cooperate with the University should it be contacted regarding access to those records in response to a public records act request.

IN WITNESS WHEREOF, this Contract has been executed as of the date of the last party to sign below ("Effective Date"). If signed in counterparts, then each shall be considered an original thereof.

UNIVERSITY
X: _____
By: _____
Title: _____
Date: _____

VENDOR
X: _____
By: _____
Title: _____
Date: _____