



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: May 15, 2019

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Cynthia Bills, Director of Strategic Planning and Innovation

Item Title: Approve the License Agreement between South San Antonio ISD and Accenture

Description:

This License Agreement , between South San Antonio Independent School District (henceforth referred to as SSAISD) and Accenture Skills to Succeed Academy, will be for the benefit of students in SSAISD, Accenture will provide access to the Skills to Succeed Academy. The Skills to Succeed Academy is a free, online learning program that builds the skills and confidence of people so they can make career choices, find a job and keep it. No financial exchanges will occur as part of this License Agreement.

Recommendation:

Approve License Agreement between South San Antonio ISD and Accenture as presented.

District Goal/Strategy:

Strategy 4: We will build partnerships with businesses and the community to promote parental involvement, support opportunities for student success, and increase student attendance and enrollment.

Funding Budget Code and Amount:

CFO Approval

None

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

SKILLS TO SUCCEED ACADEMY

LICENSE AGREEMENT

This License Agreement ("Agreement") is made as of the date of last signature below ("Effective Date"), and is between Licensor Accenture LLP, 161 N. Clark Street, Chicago, Illinois, 60601 ("Licensor"), and [REDACTED] a [REDACTED] with registered offices at [REDACTED] ("Licensee").

1. Definitions.

- 1.1. "Skills to Succeed Academy" means the Licensor's web-based application known as the Skills to Succeed Academy, associated mobile application and offline materials made available to Licensee by Licensor as amended from time to time.
- 1.2. "Affiliate" means, with respect to an entity, any other entity, whether incorporated or not, that is controlled by, controls or is under common control with such entity. "Control" means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.
- 1.3. "Approved Subcontractor" means a third party with whom Licensee works to support Eligible Users that has been approved to use the Licensed Materials by Licensor
- 1.4. "Claim" means any claim, demand, suit, action or proceeding brought by a third party against a party to this Agreement.
- 1.5. "Confidential Information" means nonpublic information that (1) Licensor or Licensee designates as confidential, or (2) under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes the Skills to Succeed Academy and Content. Confidential Information does not include information that: (a) is or subsequently becomes generally available without the receiving party's breach of any obligation owed to the other party; (b) is or subsequently becomes known to the receiving party from a source other than the disclosing party and such disclosure does not result from any breach of an obligation of confidentiality owed with respect to such Confidential Information; or (c) is independently developed without reference to any Confidential Information in any form.
- 1.6. "Content" means the content made available for access and use by Registered Users on the Skills to Succeed Academy, excluding Third Party Material.
- 1.7. "Data Controller" means the organization that determines the purposes and means of the processing of Personal Data.
- 1.8. "Eligible User" means any natural person who needs to plan their career, seek a job, or learn skills to be successful on the job in the United States or Canada.
- 1.9. "Licensee Material" means data, information or material relating to use of the Skills to Succeed Academy or Content provided by Licensee or Registered Users to Licensor in the course of utilizing the Skills to Succeed Academy.
- 1.10. "Personal Data" means any information relating to an identified or identifiable natural person.
- 1.11. "Registered User" means Eligible User that Licensee has registered for the Skills to Succeed Academy, together with any employee, volunteer or Approved Sub-contractor of Licensee supporting such Eligible Users.
- 1.12. "Registered User ID" means the user name and password that enables a single Registered User to access the Skills to Succeed Academy.
- 1.13. "Third Party Material" means materials posted by other Skills to Succeed Academy licensees, Registered Users or other users, blog postings, wiki entries, industry articles, white papers, and reference materials and commentary not authored or owned by Licensor.

2. Access and Use of the Skills to Succeed Academy.

- 2.1. Subject to the terms of this Agreement, Licensor grants Licensee during the term of this agreement a personal, nonexclusive, nontransferable license to register or refer Eligible Users for the Skills to Succeed Academy, and to permit Registered Users to access and use the Content through the Skills to Succeed Academy for the purposes of personal, non-commercial, use in support of job seeking activities for Eligible Users. Licensee shall not charge any fee or extract any payment from any Registered User it permits to use the Licensed Material. Upon registration, Licensor shall issue or provide a means to issue Registered User IDs to the Registered Users. Licensee shall ensure that any Registered User who is an employee, volunteer or sub-contractor of Licensee, immediately ceases to use the Skills to Succeed Academy and Content when its contract or relationship with Licensee comes to an end. Licensor may de-activate any account which has been dormant for a reasonable period of time. Licensee is responsible for all activities that occur under Registered User accounts referred by Licensee and acts or omissions of its sub-contractor's employees and volunteers.
- 2.2. Licensee shall have [REDACTED] number of Registered Users.
- 2.3. Licensee shall maintain no less than 100 Registered Users.
- 2.4. Licensee shall ensure that it obtains permission from a parent or guardian in respect of any interaction between a minor and Licensee involving the Skills to Succeed Academy or Content.
- 2.5. Licensee may not use, copy, modify, or distribute the Skills to Succeed Academy or Content or any copy, adaptation or translation, except as expressly permitted by this Agreement.
- 2.6. Licensee shall not (a) use a Registered User ID for more than one Registered User, (b) make the Skills to Succeed Academy or Content available to anyone other than Registered Users, (excluding Affiliates, defined below) sublicense or resell access to or use of the Skills to Succeed Academy or Content, (c) reverse engineer, disassemble, decompile or derive the source code from the Skills to Succeed Academy, (d) access or use the Skills to Succeed Academy to build a competitive product or service, (e) make derivative works based upon the Skills to Succeed Academy or Content, or (f) reproduce any portion of the Skills to Succeed Academy or Content, except that Licensee may print any portion of the Skills to Succeed Academy or Content for which Licensor expressly provides a print option.
- 2.7. Licensee shall notify Licensor immediately of any known or suspected breach of security or confidentiality relating to the Skills to Succeed Academy.

3 Hosting and Support

- 3.1. Licensor shall host the Skills to Succeed Academy from an internet address and/or using a third party chosen by Licensor. Licensor may change and update the Skills to Succeed Academy and/or hosting from time to time.
- 3.2. Licensor may provide "Technical On-boarding" sessions and supporting materials for Licensee prior to its use of the Skills to Succeed Academy. The provision of such training and materials by Licensor will be subject to the terms and conditions of this Agreement. Licensee will be responsible for all subsequent training for its Registered Users.
- 3.3. Licensor may provide the following ongoing support where available:
 - 3.3.1. Provision of support for problems, incidents or queries reported by Licensee;
 - 3.3.2. Provision of routine maintenance releases generally made available to all licensees of the Skills to Succeed Academy;
 - 3.3.3. Governance support through facilitation of regular