



AP WITH WE SERVICE TERMS AND CONDITIONS

Below are the Terms and Conditions for your participation in AP® with WE Service.

By participating in College Board’s (CB) AP® with WE Service program, you (“You”) accept the terms of this Agreement. Should You fail to comply with these requirements, CB will terminate online access without liability. If You subscribe to AP® with WE Service pursuant to a separate written contract or order form with CB (“CRS Agreement”), the terms of the CRS Agreement between CB and You for AP® with WE Service supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

AP® with WE Service Overview: CB has collaborated with WE, an international charity and education partner, to develop instructional approaches for teachers and students to explore a service component by using instructional modules and information resources connected with AP subjects, and to allow participating students to receive acknowledgment of such participation on high school transcripts and to institutions of higher education.

Scope: The CB shall provide the services in exchange for Your participation, as set forth in this Agreement (the “Services”).

Your Obligations:

Permit participating schools to opt in to use “AP® [course subject] with WE Service” on their high school transcripts. The CB hereby grants to You a limited, non-transferable, non-exclusive, non-assignable license to use “AP® with WE Service” on the transcript for each student participating.

Complete the online onboarding webinar (no more than ninety (90) minutes), during Spring or Summer of each applicable school year.

Use the provided platform to track and communicate student’s completion of the service component of the program.

Score students in the AP Digital Portfolio who have successfully completed the coursework and are taking the AP examination in order for the College Board AP Score Report to notify institutions of higher education, as directed by the student, to indicate student’s successful participation in “AP® with WE Service”.

In the event You furnish information to the CB online, You are responsible for obtaining any and all consents.



FOR INTERNATIONAL SCHOOLS: The CB System operates on a service platform that is located in the United States. Therefore, information will be transferred from your location to the United States. Notwithstanding any provision to the contrary contained in this Agreement, You represent and warrant to the CB that You will conduct Your obligations under this Agreement in accordance with all applicable laws and regulations, including, without limitation, any restrictions on the transmission of data overseas or the collection of information from students. You shall not submit to the CB any personally identifiable information, including first and last names of students, date of birth and unique identifier numbers, online but instead the parties shall mutually agree on a satisfactory manner for the transmission of such data in accordance with applicable laws and regulations, including without limitation, the provision of student names who have successfully completed the coursework and are taking the AP examination as noted herein.

Your Representations:

You represent and warrant 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.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer: THE CB HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CB AND ITS AFFILIATES 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 THE CB 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 THE CB OR ITS AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE CB UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL THE CB AND ITS AFFILIATES HAVE ANY LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CB AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY YOU.



Intellectual Property Ownership: You agree and acknowledge that all intellectual property created by CB and provided to You, including, but not limited to, any CB modules, publications, reports, all components of surveys and assessments such as survey and assessment questions, documents, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the CB (collectively “CB IP”). You agree and acknowledge all intellectual property created by WE, marked as such, and provided to the CB or You under this Agreement, including, but not limited to, any WE publications, reports, documents, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of WE (collectively “WE IP”, and collectively with CB IP, the “AP with WE IP”).

For the term of this Agreement, the CB hereby grants You a limited, nonexclusive, nontransferable, non-assignable, non-publishing license to use the AP with WE IP in conjunction with and for the duration of the Agreement. You are prohibited from using the AP with WE IP for any other purpose without the express written consent of the CB. CB agrees to protect, defend, indemnify, and hold harmless You, your officers, and your employees from and against any and all claims, damages, actions, liabilities, or attorney’s fees arising out of any allegation by a third party that Your use of the AP with WE IP within the scope of this Agreement violates the third party’s intellectual property rights or any agreement between CB and such third party.

Proprietary Rights: The CB and its service providers have expended substantial time, effort, and funds for the Services. You acknowledge and agree that the CB or CB affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in the materials for the Services and the information, images, and other content (collectively, “Content”) provided. Certain materials specifically designated as belonging to another party are not owned by the CB. No copyrighted material or other Content may be performed, distributed, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials without express written permission of the CB or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the CB’s copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the CB. You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the program, use of the program, or access to the program.

You shall be responsible for ensuring that all students and teachers comply with the terms of this Agreement. If You violate any of the provisions hereof, the CB shall have the right to terminate your right to participate in AP with WE Service, without waiver of any other remedy, whether legal or equitable.



Except for the license expressly granted herein, You shall have no rights to or other interests in the website, materials or Content. The CB reserves all rights not explicitly granted to You under this Agreement.

Force Majeure: Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, epidemic, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Fees/Term: The Agreement shall commence on July 1 for a period of 12 months; and shall automatically renew for successive 12-month periods, unless terminated by either party in accordance with the Agreement. CB shall have the right to terminate this Agreement immediately: 1) if You breach any of Your representations; or 2) if You violate Your obligations prescribed under the Intellectual Property Sections of this Agreement. There are no fees for the AP with WE Service program. This Agreement supersedes any conflicting terms and conditions contained elsewhere.

Termination/Rights after Termination: If this Agreement, the Program, or any Services, license, or product hereunder is terminated for any reason, all rights granted to You with respect to the licenses, Services and products shall cease, and You shall immediately cease all use of any AP with WE IP. The parties agree that their respective ongoing obligations hereunder, including without limitation with respect to confidentiality, shall survive the termination of this Agreement. CB shall have the right to terminate AP with WE Service, or any specific subject matter, at any time during this Agreement by providing thirty (30) days' written notice; provided, however, the CB will support AP with WE Service until the end of the then-current academic year.