
Directions: To sign up for the DIBELSnet[®] Data Management and Reporting Service, follow these steps:

1. Type the contact information for the Customer's Authorized Representative (an employee who is authorized to agree to these terms for the Customer school district, private school, or administrative agency) on page 2 of this agreement.
 2. Type the contact and billing information for the DIBELSnet service on page 3 of this agreement.
 3. Print this agreement and have the Customer's Authorized Representative sign page 2 after reading and agreeing to the terms.
 4. Fax all three pages of the signed agreement, and your Purchase Order if available, to **866-211-1450** or send to:
Dynamic Measurement Group, Inc.
859 Willamette St., Suite 320
Eugene, OR 97401
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This Use Agreement (“Agreement”) sets forth the terms and other provisions pursuant to which the school, school district, or other educational agency signing this Agreement below (“Customer”) may use the Dynamic Measurement Group, Inc. (“DMG”) DIBELSnet Service (“Service”).

1. During the term of this Agreement, Customer may enter into the Service data relating to Customer’s students, DIBELS[®] assessments, and other assessment or educational data (“Customer Data”). All Customer Data is property of the Customer and will be accessible to the Customer during the term of this Agreement. In addition, DMG will have access to and may use Customer Data: (a) during the term of this Agreement, as necessary to provide the Service to the Customer; (b) during the term of this Agreement, as requested by the Customer under Section 4 below; and (c) during and following the term of this Agreement, as provided in Section 5 below.

2. The term of this Agreement begins on the effective date of DMG’s acceptance set forth below at the end of this Agreement and terminates as provided below in Section 6. Beginning with the first academic year in which Customer enters Customer Data into the Service, Customer will pay to DMG a fee for the use of the Service under this Agreement (“Service Fee”) in the amount of \$1 per student per academic year. The fee will be assessed in the Spring of the academic year, and due within thirty (30) days. This Service Fee may be changed by DMG with written notice to Customer mailed or e-mailed to the address specified under Contact Information on page 3, not less than thirty (30) days prior to the beginning of the academic year in which the new Service Fee will take effect.

3. Customer Data entered into the Service by Customer will be stored by DMG in one or more password-protected servers. DMG will provide the Customer with one or more service accounts and associated passwords that are distinct from the accounts for other users of the Service and that allow Customer’s personnel to access its Customer Data through the Service during the term of this Agreement. Internet transfers of Customer Data between the Customer and the Service will occur only through encrypted protocols. As part of the Service, DMG may make and store backup copies of Customer Data both onsite and offsite in secure locations accessible only to DMG.

4. Customer may fill out a Data-Sharing Addendum (an “Addendum”) to specifically name recipients that Customer desires the DMG to re-disclose Customer Data to on behalf of Customer (“Authorized Recipients”). In completing and submitting an Addendum to DMG, Customer acknowledges and affirms that all Authorized Recipients named by Customer have a legitimate interest in the Customer Data under 34 CFR § 99.31, as briefly described by Customer in the Addendum, and that disclosure to such Authorized Recipient meets the disclosure requirements of 34 CFR § 99.31. DMG will re-disclose Customer Data to Authorized Recipients on behalf of Customer through Service access or as otherwise requested by Customer and agreed to by DMG, in its sole discretion.

5. DMG may access, analyze, publish and otherwise use Customer Data for or in connection with research, development and related purposes (collectively “Research Use”) during and following the term of this Agreement, but only in compliance with the provisions of the Family Educational Rights and Privacy Act (“FERPA”) and the regulations promulgated thereunder in 34 CFR Part 99. Accordingly, prior to Research Use of Customer Data, DMG will remove “personally identifiable information” (as that term is defined in 34 CFR § 99.3), thereby creating “de-identified” Customer Data” that may be used for Research Use, consistent with the provisions of 34 CFR § 99.31(b). DMG will not in any event release or publish the identity or name of any student, teacher, school or school district that DMG obtains through the use of Customer Data other than to the Customer.

6. Either party may terminate this Agreement at any time upon not less than thirty (30) days' prior written notice to the other party. DMG may terminate this Agreement upon written notice to Customer if payment of the Service Fee is not made within thirty (30) days of the due date.

7. After the termination of this Agreement: (a) DMG may use de-identified Customer Data for Research Use as provided above in Section 5, unless and except to the extent that Customer requests in writing that DMG not include any Customer Data in DMG analyses or for other Research Uses that commence after the date of such notice; and (b) Customer may not enter Customer Data into the Service, or produce or export any reports or data sets from the Service or otherwise access or use the Service. The provisions of this Section and Section 5 of this Agreement will survive the expiration or termination of this Agreement.

ACCEPTED and AGREED to by DMG effective as of **October 31, 2011**, by:

/s/ Ruth Kaminski
Ruth A. Kaminski, Ph.D., President
Dynamic Measurement Group, Inc.
859 Willamette St., Suite 320
Eugene, OR 97401
phone: 541-431-6931
fax: 866-211-1450
e-mail: info@dibels.org

AGREED to by the undersigned Customer on _____, 20_____.
(Month and Day) (Year)

CUSTOMER
AGENCY:

(Print name of Customer School District, Private School, or Multi-School Agency)

(Signature of Customer's Authorized Representative)

(Print Name of Representative) (Title of Representative)

(Agency of mailing address, if different than above)

(Mailing Address Line 1)

(Mailing Address Line 2)

(City) (State or Province) (Zip or Postal Code)

(Country)

(Phone) (Fax)

(E-Mail Address)

Agreement Version: 2014-01-13

Vendor Information:	Dynamic Measurement Group, Inc. 859 Willamette St., Suite 320 Eugene, OR 97401 phone: 541-431-6931 fax: 866-211-1450
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Use Agreement
Contact and Billing Information
DIBELSnet[®] Data Management and Reporting Service
<https://dibels.net/>



Directions: Please fill out the contact and billing information for the account before printing the Use Agreement. Include this page when faxing back the signed Agreement.

Contact Information:

(Name) (Title)

(Agency)

(Mailing Address Line 1)

(Mailing Address Line 2)

(City) (State or Province) (Zip or Postal Code)

(Country)

(Phone) (Fax)

(E-Mail Address)

Billing Information:

(Name, if applicable) (Title)

(Agency)

(Mailing Address Line 1)

(Mailing Address Line 2)

(City) (State or Province) (Zip or Postal Code)

(Country)

(Phone) (Fax)

(E-Mail Address)