



# District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

## Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

October 19, 2010

## MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Discovery Education Contract Approval

Please find attached an agreement between the District and Discovery Education. At this time, we respectfully request that the Board approve the above-referenced cooperative agreement for subscribers to use this video streaming service to download video in several formats, including RealPlayer for Windows and Quicktime for Macintosh users. Attached is a contract with Discovery Education for your approval. This contract has been reviewed and approved by Ms. Nancy Alfonso, School Board Attorney.

Under the Department of Education Rule 6A-1.011, the requesting of bids from three (3) or more sources is waived for the purchase of computer software where such materials are purchased directly from the producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency or a recognized educational institution (see attached). Discovery Education (unitedstreaming) is the copyright/publisher of this computer software.

The cost to the District will be \$90,082, utilizing General Funds.

Should you have any questions regarding this matter, please contact Wendy Spriggs, Director of Instructional Media and Technology Services. If you have any purchasing related questions regarding the agreement, please contact me.

KDG/dr

Attachments



**Subscriber Agreement ("Agreement")  
made 09/17/2010 between Discovery Education, Inc. ("Discovery") and  
PASCO CO SCHOOL DISTRICT, FL ("Subscriber")**

- Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access *Discovery Education streaming* via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use *Discovery Education streaming* as set forth in the Terms of Use located at <http://streaming.discoveryeducation.com/publicPages/termsOfUse.cfm>, as Discovery may revise such Terms of Use from time to time (the *Discovery Education streaming* "Terms of Use").

In addition, if Subscriber chooses below to add *Discovery Education Science*, Discovery grants to Subscriber and Users in the Community a limited, non-exclusive, terminable, non-transferable license to access *Discovery Education Science* via the website currently at <http://science.discoveryeducation.com>, or by any other means on which the parties may agree, and to use *Discovery Education Science* as set forth in the Terms of Use located at <http://science.discoveryeducation.com/site/new/index.cfm>, as Discovery may revise such Terms of Use from time to time (the *Discovery Education Science* "Terms of Use").

- The "Term" shall be 10/01/2010 through and including 09/30/2011.
- The pricing for this license (the "Fees") shall be as follows:

**Discovery Education streaming**

Quantity	Description	List Price/Year	Discounted Price/Year	Total
14	DE streaming High School License	\$2,095.00	\$1,560.00	\$21,840.00
3	DE streaming High School License (Low Enrollment)	\$950.00	n/a	\$2,850.00
61	DE streaming Middle/Elem School License	\$1,570.00	\$1,072.00	\$65,392.00
	AIMS Video Package	\$520.00	n/a	
	PBS Video Package	\$525.00	n/a	
	CLEARVUE Video Package	\$725.00	n/a	
	<b>Total</b>			<b>\$90,082.00</b>

**Discovery Education streaming PLUS  
Includes Discovery Education streaming plus all three Video Packages listed above**

Quantity	Description	List Price/Year	Discounted Price/Year	Total
	DE streaming Plus High School License	\$3,095.00	n/a	
	DE streaming Plus Middle/Elem School License	\$2,570.00	n/a	
	<b>Total</b>			

**Discovery Education Science**

Quantity	Description	List Price/Year	Discounted Price/Year	Total
	DE Science Middle School License - Gr 6 to 8	\$1,995.00	n/a	
	DE Science Elem School License - Gr K to 5	\$1,695.00	n/a	
	<b>Total</b>			

**The Fees are non-cancellable and are due and payable to Discovery within 30 days of receipt of invoice.**

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE) AND

APPROVED AS AMENDED:  
KJ 10-12-10



4. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and signed by both parties. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.
5. Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery Education any information it provides through Discovery Education services. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery Education's collection and use of such information in the course of providing such services to Subscriber as described in Discovery Education's Privacy Policy.
6. Discovery understands that government entities may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and shall give Discovery prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
7. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status within 30 days of the execution hereof.
8. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein.

PASCO CO SCHOOL DISTRICT

By: \_\_\_\_\_  
(Signature Required)

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

DISCOVERY EDUCATION, INC.

By: Jean Kelly-Smith

Title: Vice President

Printed Name: Jean Kelly-Smith

Date: 10/6/10

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-662-8741

Billing Entity: \_\_\_\_\_

Billing Entity Address: \_\_\_\_\_  
\_\_\_\_\_

Billing Entity Phone Number: \_\_\_\_\_

Ref. No. O6UJ9C000YHZ



EXHIBIT A  
LICENSED SCHOOLS

DISCOVERY EDUCATION STREAMING SCHOOL INFORMATION REQUIRED		PLEASE SELECT THE UPGRADE OPTION(S) BY CHECKING THE PRODUCTS THAT APPLY FOR EACH LICENSED SCHOOL						
SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	AIMS VIDEO PACK	PBS VIDEO PACK	CLEARVIEW VIDEO PACK	PLUS PACK INCLUDES ALL 3 PACKS	DE SCIENCE
ANCLOTE ELEMENTARY SCHOOL	3610 MADISON ST NEW PRT RCHY, FL 34662	PK - 05	575					
ANCLOTE HIGH SCHOOL	1540 SWEETBRIAR DRIVE HOLIDAY, FL 34691	09 - 12	1,150					
BAYONET POINT MIDDLE SCHOOL	11125 LITTLE RD NEW PRT RCHY, FL 34654	06 - 08	975					
CALUSA ELEMENTARY SCHOOL	7520 ORCHID LAKE RD NEW PRT RCHY, FL 34663	K - 05	671					
CENTENNIAL ELEMENTARY SCHOOL	38501 CENTENNIAL RD DADE CITY, FL 33525	K - 05	709					
CENTENNIAL MIDDLE SCHOOL	38505 CENTENNIAL RD DADE CITY, FL 33525	06 - 08	706					
CHARLES S RUSHE MIDDLE SCHOOL	18654 MENTMORE BLVD LAND O LAKES, FL 34638	06 - 08	1,300					
CHASCO ELEMENTARY SCHOOL	7906 RIDGE RD PORT RICHEY, FL 34668	K - 05	653					
CHASCO MIDDLE SCHOOL	7702 RIDGE RD PORT RICHEY, FL 34668	06 - 08	918					
CHESTER W TAYLOR ELEM SCHOOL	3638 MORRIS BRIDGE RD ZEPHYRHILLS, FL 33543	K - 05	860					
CONNERTON ELEMENTARY SCHOOL	9300 FLOURISH DR LAND O LAKES, FL 34637	K - 05	450					
COTEE RIVER ELEMENTARY SCHOOL	7515 PLATHE RD NEW PRT RCHY, FL 34653	K - 05	779					
CREWS LAKE MIDDLE SCHOOL	15144 SHADY HILLS ROAD SPRING HILL, FL 34610	06 - 08	655					
CYPRESS ELEMENTARY SCHOOL	10055 SWEET BAY CT NEW PRT RCHY, FL 34654	K - 05	960					
DEER PARK ELEMENTARY SCHOOL	8636 TROUBLE CREEK RD NEW PRT RCHY, FL 34654	K - 05	640					
DENHAM OAKS ELEMENTARY SCHOOL	1422 OAK GROVE BLVD LUTZ, FL 33559	K - 05	874					

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE)

CONTRACT REVIEWED AND APPROVED AS AMENDED:

*10/10/10*



DISCOVERY EDUCATION STREAMING SCHOOL INFORMATION REQUIRED		PLEASE SELECT THE UPGRADE OPTIONS BY CHECKING THE PRODUCTS THAT APPLY FOR EACH LICENSED SCHOOL						
SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	AIMS VIDEO PACK	PBS VIDEO PACK	CLEARVIEW VIDEO PACK	PLUS PACK	DE SCIENCE
DOUBLE BRANCH ELEMENTARY	31500 CHANCEY PARKWAY WESLEY CHAPEL, FL 33543	K - 05	700					
FIVAY HIGH SCHOOL	12115 CHICAGO AVE HUDSON, FL 34669	09 - 12	620					
F K MARCHMAN TECH ED CTR	7825 CAMPUS DR NEW PRT RCHY, FL 34659	11 - 12	205					
FOX HOLLOW ELEMENTARY SCHOOL	8309 FOX HOLLOW DR PORT RICHEY, FL 34688	PK - 05	687					
GULF HIGHLANDS ELEMENTARY	8101 LONG BRANCH DRIVE PORT RICHEY, FL 34688	K - 05	500					
GULF HIGH SCHOOL	6355 SCHOOL RD NEW PRT RCHY, FL 34652	09 - 12	1,786					
GULF MIDDLE SCHOOL	6419 LOUISIANA AVE NEW PRT RCHY, FL 34653	06 - 08	974					
GULFSIDE ELEMENTARY SCHOOL	2329 ANCLOTE BLVD HOLIDAY, FL 34691	PK - 05	632					
GULF TRACE ELEMENTARY SCHOOL	3393 GULF TRACE BLVD HOLIDAY, FL 34691	K - 05	400					
HARRY SCHWETTMAN ED CENTER	5520 GRAND BLVD NEW PRT RCHY, FL 34652	06 - 12	135					
HUDSON ELEMENTARY SCHOOL	7223 HUDSON AVE HUDSON, FL 34667	PK - 05	822					
HUDSON HIGH SCHOOL	14410 COBRA WAY HUDSON, FL 34669	09 - 12	1,716					
HUDSON MIDDLE SCHOOL	14540 COBRA WAY HUDSON, FL 34669	06 - 08	1,244					
JAMES IRVIN EDUCATION CENTER	35830 STATE ROAD 52 DADE CITY, FL 33525	06 - 12	100					
JAMES MARLOWE ELEM SCHOOL	5642 CECELIA DR NEW PRT RCHY, FL 34652	K - 05	620					
JOHN LONG MIDDLE SCHOOL	2025 MANSFIELD BLVD WESLEY CHAPEL, FL 33543	06 - 08	500					
JOHN MITCHELL HIGH SCHOOL	2323 LITTLE RD NEW PRT RCHY, FL 34655	09 - 12	2,526					

COPIES OF THIS CONTRACT APPROVED AS AMENDED: \_\_\_\_\_

*[Signature]* 10.12.10

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DISCOVERY EDUCATION STREAMING SCHOOL INFORMATION REQUIRED		PLEASE SELECT THE UPGRADE OPTION(S) BY CHECKING THE PRODUCTS THAT APPLY FOR EACH LICENSED SCHOOL						
SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	AIMS VIDEO PACK	PBS VIDEO PACK	CLEARVIEW VIDEO PACK	PLUS PACK	DE SCIENCE
LACOOCHIE ELEMENTARY SCHOOL	38815 CLIMMER RD DADE CITY, FL 33523	PK - 05	390					
LAKE MYRTLE ELEMENTARY SCHOOL	22844 WEEKS BLVD LAND O LAKES, FL 34639	K - 05	846					
LAND O LAKES HIGH SCHOOL	20325 GATOR LN LAND O LAKES, FL 34638	09 - 12	1,815					
LONGLEAF ELEMENTARY SCHOOL	3253 TOWN AVE NEW PORT RICHEY, FL 34655	K - 05	450					
MARY GIELLA ELEMENTARY SCHOOL	14710 SHADY HILLS RD SPRING HILL, FL 34610	K - 05	603					
MITTYE P LOCKE ELEM SCHOOL	4439 EVANS AVE NEW PRT RCHY, FL 34652	PK - 05	857					
MOON LAKE ELEMENTARY SCHOOL	12019 TREE BREEZE DR NEW PRT RCHY, FL 34654	PK - 05	671					
MOORE-MICKENS EDUCATION CENTER	38301 MARTIN L KING BLVD DADE CITY, FL 33525	09 - 12	170					
NEW RIVER ELEMENTARY SCHOOL	4710 RIVER GLEN BLVD WESLEY CHAPEL, FL 33544	K - 05	319					
NORTHWEST ELEMENTARY SCHOOL	14302 COBRA WAY HUDSON, FL 34669	PK - 05	645					
OAKSTEAD ELEMENTARY	19925 LAKE PATIENCE RD LAND O LAKES, FL 61500	K - 05	565					
ODESSA ELEMENTARY SCHOOL	1874 KETZAL DR NEW PORT RICHEY, FL 34655	K - 05	580					
PASCO ELEMENTARY SCHOOL	37350 FLORIDA AVE DADE CITY, FL 33526	PK - 05	681					
PASCO HIGH SCHOOL	36850 STATE ROAD 52 DADE CITY, FL 33525	09 - 12	1,385					
PASCO MIDDLE SCHOOL	13925 14TH ST DADE CITY, FL 33525	06 - 08	759					
PAUL R SMITH MIDDLE SCHOOL	1410 SWEETBRIAR DRIVE HOLIDAY, FL 63200	06 - 08	645					
PINE VIEW ELEMENTARY SCHOOL	5333 PARKWAY BLVD LAND O LAKES, FL 34639	K - 05	753					

APPROVED AS AMENDED:  
 COPIES REVIEWED AND  
 10-12-10

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DISCOVERY EDUCATION STREAMING SCHOOL INFORMATION REQUIRED		PLEASE SELECT THE UPGRADE OPTION(S) BY CHECKING THE PRODUCTS THAT APPLY FOR EACH LICENSED SCHOOL						
SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	AIMS VIDEO PACK	PBS VIDEO PACK	CLEARVIEW VIDEO PACK	PLUS PACK INCLUDES ALL 3 PACKS	DE SCIENCE
PINE VIEW MIDDLE SCHOOL	5334 PARKWAY BLVD LAND O LAKES, FL 34639	06 - 08	913					
QUAIL HOLLOW ELEMENTARY SCH	7050 QUAIL HOLLOW BLVD WESLEY CHAPEL, FL 33544	PK - 05	837					
RAYMOND B STEWART MIDDLE SCH	38505 10TH AVE ZEPHYRHILLS, FL 33540	06 - 08	1,007					
RICHEY ELEMENTARY SCHOOL	6807 MADISON ST NEW PRT RCHY, FL 34652	PK - 05	667					
RIDGEMOOD HIGH SCHOOL	7650 ORCHID LAKE RD NEW PRT RCHY, FL 34653	09 - 12	1,970					
RIVER RIDGE MIDDLE HIGH SCHOOL	11546 TOWN CENTER RD NEW PRT RCHY, FL 34654	06 - 12	3,436					
RIVER RIDGE MIDDLE SCHOOL	11646 TOWN CENTER ROAD NEW PRT RICHEY, FL 34654	06 - 08	675					
RODNEY B COX ELEMENTARY SCHOOL	37615 M L KING JR BLVD DADE CITY, FL 33523	PK - 05	466					
SAN ANTONIO ELEMENTARY SCHOOL	32416 DARBY RD DADE CITY, FL 33526	PK - 05	697					
SAND PINE ELEMENTARY SCHOOL	29040 COUNTY LINE RD WESLEY CHAPEL, FL 33543	K - 05	900					
SCHRADER ELEMENTARY SCHOOL	11041 LITTLE RD NEW PRT RCHY, FL 34654	PK - 05	532					
SEVEN OAKS ELEMENTARY SCHOOL	27633 MYSTIC OAK BLVD WESLEY CHAPEL, FL 33543	PK - 05	912					
SEVEN SPRINGS ELEMENTARY SCH	8025 MITCHELL RANCH RD NEW PRT RCHY, FL 34655	K - 05	646					
SEVEN SPRINGS MIDDLE SCHOOL	2441 LITTLE RD NEW PRT RCHY, FL 34655	06 - 08	1,310					
SHADY HILLS ELEMENTARY SCHOOL	18000 SHADY HILLS RD SPRING HILL, FL 34610	PK - 05	569					
SUNLAKE HIGH SCHOOL	3023 SUNLAKE BOULEVARD LAND O LAKES, FL 34638	09 - 12	620					
SUNRAY ELEMENTARY SCHOOL	4815 SUNRAY DR HOLIDAY, FL 34690	K - 05	586					

CONTRACT REVIEWED AND APPROVED AS AMENDED:

*Handwritten signature and date: 10/12/10*

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR THE SUBSCRIBER AND DISCOVERY EDUCATION, INC (OR ITS APPLICABLE AFFILIATE).



DISCOVERY EDUCATION STREAMING SCHOOL INFORMATION REQUIRED		PLEASE SELECT THE UPGRADE OPTION(S) BY CHECKING THE PRODUCTS THAT APPLY FOR EACH LICENSED SCHOOL						
SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	AIMS VIDEO PACK	PBS VIDEO PACK	CLEARVIEW VIDEO PACK	PLUS PACK INCLUDES ALL 3 PACKS	DE SCIENCE
THOMAS E WEIGHTMAN MIDDLE SCH	30649 WELLS RD WESLEY CHAPEL, FL 33544	06 - 08	1,226					
TRINITY ELEMENTARY SCHOOL	2209 DUCK SLOUGH BLVD NEW PRT RCHY, FL 34665	K - 05	665					
TRINITY OAKS ELEMENTARY SCHOOL	1627 TRINITY OAKS BLVD TRINITY, FL 34666	K - 05	435					
VETERANS ELEMENTARY SCHOOL	26940 PROGRESS PKWY WESLEY CHAPEL, FL 33544	K - 05	760					
WATERGRASS ELEMENTARY SCHOOL	32750 OVERPASS ROAD WESLEY CHAPEL, FL 33544	K - 05	525					
WESLEY CHAPEL ELEMENTARY SCH	30243 WELLS RD WESLEY CHAPEL, FL 33544	K - 05	1,120					
WESLEY CHAPEL HIGH SCHOOL	30651 WELLS RD WESLEY CHAPEL, FL 33544	09 - 12	1,860					
WEST ZEPHYRHILLS ELEM SCHOOL	37900 14TH AVE ZEPHYRHILLS, FL 33541	PK - 05	883					
WIREGRASS RANCH HIGH SCHOOL	2909 MANSFIELD BLVD WESTLEY CHAPEL, FL 33543	09 - 12	670					
WOODLAND ELEMENTARY SCHOOL	38203 HENRY DR ZEPHYRHILLS, FL 33540	PK - 05	933					
ZEPHYRHILLS HIGH SCHOOL	6335 12TH ST ZEPHYRHILLS, FL 33540	09 - 12	1,675					

Please add additional pages as necessary

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-662-8741

CONTRACT REVIEWED AND APPROVED AS AMENDED:

*WJ* 10-12-10

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE)



Agreement: This Agreement is appended to and made a supplement to that certain Subscriber Agreement between the same parties dated 9/17/10, the terms of such Subscriber Agreement supersede this Agreement in the event of conflict. This agreement and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the parties hereto with respect to the transactions contemplated by this Agreement and supersedes any prior or contemporaneous agreement or representation, oral or written, by or between the parties related to the subject matter hereof. This contract may be modified only by written instrument executed by both parties. This contract is governed by the laws of Florida. Venue for this contract is Pasco County, Florida.

Discovery Education

District of School Board of Pasco County

By: Joan Kelly Smith  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: Joan Kelly-Smith  
Title: Vice President  
Date: 10/6/10

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Administrator Date

Key # 10518  
From 9240

, any of which must be clearly identified and marked as "Confidential Information" before being provided to the receiving party.

JIS  
KDJ

**Attachment B**

This Attachment A is in connection with, and applicable to, Discovery Education, and the District School Board of Pasco County (DSBPC).

**Confidential Information:**

Confidential Information: Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"): Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee, student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information.

"Owner" refers to the party disclosing Proprietary Information hereunder, whether such party is the District School Board of Pasco County or vendor and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder. Recipient hereby acknowledges and agrees that the Proprietary Information shall remain the sole and exclusive property of Owner. The disclosure of the Proprietary Information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information, except as provided under this Agreement. Recipient shall protect the Proprietary Information of Owner the same degree of protection and care Recipient uses to protect its own Proprietary Information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

Exceptions: Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secretly or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

Any party who maintains computerized data that includes District information must be in compliance with and agree with their responsibilities as outlined in Florida Statute 817.5681: Breach of security concerning confidential information in third-party possession; administrative penalties, etc., reference:

([http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App\\_mode=Display\\_Statute&Search\\_String=817.5681&URL=0800-0899/0817/Sections/0817.5681.html](http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=817.5681&URL=0800-0899/0817/Sections/0817.5681.html)).

# 3/3 Ag.

CONTRACT REVIEWED AND APPROVED AS AMENDED:  
KDJ 10-12-10

Rep # 10518  
From 9240

**Agreement:** This Agreement is appended to and made a supplement to that certain Subscriber Agreement between the same parties dated 9/17/10, *MS*  
 The terms of such Subscriber Agreement supersede this Agreement in the event of conflict.  
 This agreement and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the parties hereto with respect to the transactions contemplated by this Agreement and supersedes any prior or contemporaneous agreement or representation, oral or written, by or between the parties related to the subject matter hereof.  
 This contract may be modified only by written instrument executed by both parties. This contract is governed by the laws of Florida. Venue for this contract is Pasco County, Florida.

Discovery Education

District of School Board of Pasco County

By: *Joan Kelly Smith*  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: Joan Kelly Smith  
Title: Vice President  
Date: 10/6/10

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Wendy Spry* 10/8/2010  
Administrator Date

• 1/3 AS