

Terms of Service

These Terms of Service govern the use of the following tools offered by the Stanford University Brain Development & Education Lab (in each case, the “**Tool**”) by the school district or other facilitator, as applicable (the “**Organizer**”) who uses the Tool(s) to assist and inform its decision-making process (each, the “**Process**”) by soliciting input from individual process participants (e.g. students, parents, and other participants in the process) (collectively, “**Participants**”).

[Rapid Online Assessment of Reading Ability](#) is a tool that allows schools, districts, and other educational institutions to run an online reading assessment in which students respond to test items to accurately and reliably assess reading ability.

By using the Tool, the user accepts these Terms.

Research Project

Each Tool described above is part of a research project of the Stanford University Brain Development & Education Lab (“**Lab**”). The goal is to create effective tools to assess reading ability and provide that information to the applicable Organizer so they may better inform their curricula and processes.

The information collected from each Tool, both directly observing the information and scores of Participants, helps the Lab and the applicable Organizer better understand the reading ability of Participants and the tools to best help them learn.

Any part of the tool exclusively used for research will be covered by Stanford’s Institutional Review Board and require consent from the participants. Organizer shall assist Stanford to collect the necessary consent from users.

No warranties

The Organizer and the Participants to use for the intended purpose as described above. The Tool is provided ‘as is’ without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Tool or the use of the Tool. Lab reserves the right to terminate service at any time, and will only support a Process after approving a request that defines the Organization and purpose and timeframe for the Process.

Data use

Lab takes privacy seriously.

All users hereby acknowledge and agree that your use of the Tool is subject to agreement to the terms set forth below. If you do not agree to the terms, please do not use the tool.

User data (both the Organizer and Participant's data) will be collected and used by Stanford to provide and support the Tool and associated services, and will also be used by Stanford to improve the Tool and conduct related research. Stanford may also share Participants' data with the applicable Organizer that the Participant is affiliated for the intended purpose of the tools.

Stanford will not sell any personal information to third parties for their use in direct marketing, advertising, or promotion of their products or services. Stanford may share your personal information as required to comply with any legal or regulatory process or requirement (e.g. a subpoena), as necessary to enforce our terms of use, or as necessary to pursue available legal remedies or defend against legal claims. We will provide any Organizer or Participant with a detailed list of the types of data we will collect for any use of the tool that pertains to the requestor's Process, upon request. It is the responsibility of Organizer to communicate these terms to Participants and the Tool should not be used if the Participant does not consent.

Organizer represents and warrants that it shall use all user data it receives via the Tool and/or from Stanford in accordance with all applicable laws, in accordance with Organizer's privacy policy, and using appropriate administrative and technical safeguards for the type of data being provided. For example, in the case of a school district, the data provided by Lab to Organizer should be treated like other student data.

Content and the Process

The Organizer is solely responsible for any and all content the Organizer uploads or otherwise provides via the Tool (e.g. data, context, user communications, survey questions, etc.) and for ensuring that any and all such content is accurate, up-to-date and does not violate applicable laws and regulations. This includes translating the content to any desirable languages other than English.

Organizer agrees that it will not knowingly use the Tool and run the Process in any manner that infringes intellectual property rights, privacy rights, or other third party rights or otherwise violates any law or other regulation.

Organizer Approval

Lab will not run the Process without consent from the Organizer. The Organizer has the discretion to decline to include any Tool proposed by Lab.

Reporting to the Organizer

Lab will provide the Organizer with results of the Process after the end of the Process. Upon request, the Lab will provide the Organizer with data from the Process.

General

Each user of the Tool hereby agrees that any dispute arising out of or relating to these Terms will be governed by the laws of the State of California, excluding its conflicts of law provisions. Each user of the Tool further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Santa Clara County, California as the legal forum for any such dispute. These Terms may be amended or supplemented by written agreement(s) between Lab and individual Organizers.