

VENDOR LICENSE AGREEMENT
For
For Electronic Distribution of DRDP® with Automation Tools and as part of
Vendor's Childhood Development Program Data Management Software

This Vendor License Agreement (**Agreement**) is made between the California Department of Education (CDE) (**Licensor**), a California state agency, and _____ (**Licensee**), a vendor of Child Care and Development Services Data Management Software (Licensee's **DM Software**) identified on Exhibit A used by child care and developmental services providers (**Providers**).

Whereas, Licensor is a California state agency with a program that contracts with certain Providers located in California to subsidize reasonable and necessary costs in order to provide child care and development services to qualified families; and

Whereas, in connection with that program, Licensor has funded the development of a proprietary observational assessment and scoring system used to estimate a child's development known as Desired Results Developmental Profile (**DRDP**); which includes the assessment, any manuals or other documentation, and any corrections, bug fixes, enhancements, updates or other modifications; and

Whereas, Licensee is a vendor of DM Software that is used by Providers to help them manage, access, analyze, display and/or report child-level information; and

Whereas, Licensee desires to facilitate the collection of DRDP assessment observations and the submission of such ratings to Licensor for scoring by: (i) developing a user interface (**User Interface**); (ii) developing automation tools, such as auto-filling DRDP forms, (iii) configuring DRDP so it runs on a mobile or other convenient platform, (iv) automating the transmission of DRDP ratings to Licensor or its contractors for scoring via an application programming interface (API), (v) developing other automation and convenience features for DRDP (ii-v inclusive referred to as **Automation Tools**), all as more specifically set forth on Exhibit A; and

Whereas Licensee desires to incorporate DRDP, the User Interface and the Automation Tools into the Licensee's DM Software (Licensee's **DM Software Bundle**).

Whereas Vendor acknowledges that the modification, copying, distribution and use of the DRDP assessment as part of the DM Software Bundle is subject to certain conditions and restrictions, including scoring restrictions;

Now, therefore, the parties agree as follows:

1. Qualification Representations

Vendor represents and warrants that the information provided in this Agreement is true and correct, including:

- a. It offers the DM Software as a child care and developmental services data management solution for Providers.
- b. It currently prices the DM Software solution on a “per child” basis and will continue to do so while this Agreement is in effect.
- c. The estimates and other information are provided in the Exhibits are true, if known, or best estimates, that Licensor may rely upon.

2. License Terms

a. *Grant of License.* Subject to (i) the payment of fees and royalties set forth in paragraph 2.b and Exhibit A; (ii) Licensor’s review and approval of the modified DM Software, including the DRDP User Interface, Automation Tools and Licensee’s end-user license agreement (EULA); and (iii) Licensee’s compliance with the DRDP restrictions, including scoring restrictions, and other terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive, revocable, non-transferable, annual, auto-renewing license to:

- A. copy and incorporate the DRDP assessment, together with the Licensee’s approved User Interface and the Licensee’s approved Automation Tools, into the DM Software to create the DM Software Bundle;
- B. use Licensee’s DM Software Bundle to demonstrate its DRDP capability to Providers;
- C. sublicense DRDP and distribute the Licensee’s DM Software bundle containing DRDP to Providers who are bound by Licensor’s EULA;
- D. copy, display and reproduce the DRDP assessment for training purposes;
- E. copy, display and reproduce the DRDP assessment for level one technical support purposes; and
- F. use DRDP’s marks in connection with the Licensee’s marketing, licensing and distribution of the software bundle containing DRDP;

Notwithstanding anything to the contrary, Licensee shall require that any and all DRDP scoring associated with its DM Software bundle be conducted by Licensor and its contractors.

A non-refundable application and review fee shall cover Licensor’s typical costs of reviewing Licensee’s User Interface, Automation Tools, screen shots, reports, user guides, training materials, license agreement and documentation for DRDP, etc. to determine if the DM Software bundle is either approved or determined to have an irresolvable incompatibility with DRDP’s requirements. Licensor shall make any and all changes requested by Licensor in order to obtain approval and shall provide a revised copy to Licensor prior to release. Licensor may not release the bundle

containing DRDP until written approval is obtained from Licensor's representative. In the event that the cost of conducting the review becomes excessive, Licensor shall notify Licensee and Licensor may impose additional charges before performing further review and approval work that are pre-conditions to the licenses. This fee also provides reasonable access to Licensor's staff for technical support via email or phone during the first Licensor Fiscal Year of this Agreement.

The non-refundable, annual, maintenance and support fee shall cover Licensor's typical cost of reviewing any annual change to Licensee's User Interface, Automation Tools, screen shots, reports, user guides, training materials, etc., either approved or determined to have an irresolvable incompatibility with DRDP's requirements. In the event that the cost of conducting the review becomes excessive, Licensor shall notify Licensee and may impose additional charges before performing further work. This fee also provides reasonable access to Licensor's staff for technical support via email or phone, during the applicable, subsequent, Licensor Fiscal Year.

b. *Fees and Royalties.* Licensee shall pay Licensor's contractor, WestEd, for its costs the following dependent upon level of review and use:

i) a non-refundable application and review fee of:

- A. To conduct the initial review for applications with no report functionality a fee of \$1,000 will be charged. If the preliminary view indicates no further action is needed there will be no additional charge. This includes review of conformity to CDE standards, display of replication of the assessment, and entry of ratings.
- B. If the initial review indicated further review is required then a comprehensive review will be conducted for an additional cost of \$2000 to review for conformity to CDE set standards for the DRDP display, rating process, observation collection and connection of observations to the rating process. This extended review will require working with the vendor's system for all user views, setting up a demo site and class adding children, adding observations, and checking the process for conformity to CDE standards. A comprehensive report with findings and recommendations will be provided.
- C. If DRDP reports are replicated in licensee's software application using psychometric scores and thresholds made available by DRDP Online, a replicated reports review of the reporting system will be conducted. This includes a detailed analysis of the accuracy of scores and thresholds, the amount and type of information provided in each report, and the manner in which the scores and thresholds are displayed and explained. Findings from the analysis will be provided in a report to the prospective licensee. The cost is a fee of \$3,000 for this service. Review will require working with the vendors system for all user views utilizing the demo classes set up for the extended review of the user system and checking for conformity to CDE standards for all views and reports.

ii) the then-current, non-refundable annual maintenance and support fee for use of the DRDP in licensee system (as of March 2020, \$1000) includes 5 hours of support for data input and output for agencies and user and class setup support. Additional support is billed at \$1,000 per block of 10 hours

iii) If the licensee uses the DRDP Online API to send and/or receive data a per child license fee of \$1.00 per year for use of the API, based on the number of children authorized under Licensee's DM Software licenses containing DRDP. The license fee covers server costs, scoring ratings, and the cost of administering the API,

The first year's non-refundable per child license fees are due and payable upon final approval of the entire DM Software bundle. Subsequent year's fees are due and payable no later than the first day of each subsequent Licensee Fiscal Year (defined in Exhibit A). Each year's payment shall be based on Licensee's good faith forecast for the number of children who will be covered by its DM Software; provided, however, that Licensor shall provide an accounting of the actual license activity and a true up payment within 60 days following the end of each Fiscal Year. Licensor shall provide no refunds. Any overpayment may be used as a credit against any future fee that is due hereunder, unless if the Licensee discontinues use of the API, any overpayment of the API fee will be reimbursed to the Licensee.

c. Audit rights. Licensee shall keep complete and accurate records and allow Licensor to examine and audit Licensee's accounts with respect to the payment of fees and other obligations under this Agreement, provided that any such examination or audit occurs at reasonable times during normal business hours with advance notice. Licensee shall immediately pay to Licensor any amount determined to be due or underpaid, together with the reasonable expenses of any examination or audit revealing an underpayment.

d. Scoring: Licensor and its contractors retain exclusive rights to score the DRDP assessment. Licensee shall not provide or allow any scoring capability and shall prohibit and prevent, technically and legally, Providers from using its DM Software to obtain scoring, other than through Licensor and its contractors. Licensor's Automation Tools shall transmit a Provider's child level data to Licensor and its contractors for scoring in a manner approved by Licensor. The fees set forth above include domain scores for up to 4 assessment periods per year per child. Upon request, the Licensee will provide a download of all scale scores and the corresponding raw scores for any DRDP reports available in their data system, to check for accuracy. Personal identifying information is not required to obtain scores through the API for children who are not state supported or entered directly into DRDP Online.

e. Authorized Use and Sublicensing. Licensee shall enhance, modify, license and distribute DM Software containing DRDP in strict accordance with this Agreement, including Exhibit A and Exhibit B, and subject to Licensor's prior review and approval

and subject to the payment of all fees set forth herein. Licensee shall sublicense the use of DRDP to Providers, subject to the Provider's written signed agreement to use DRDP only as intended by Licensor for the limited purpose of assessing children who are enrolled in a child care and development program and in accordance with Licensor's EULA. Providers must also agree to be bound by Licensor's standard End User License Agreement (attached as **Exhibit C**), which shall be incorporated into Licensee's end-user license agreement. Licensee shall not attempt to disassemble, decompile or reverse engineer the DRDP Online Software or allow or assist any third party to attempt to do the same.

f. Vendor Responsibilities.

- i. Licensee shall develop the User Interface, Automation Tools and any other enhancements set forth on the application attached as Exhibit A in accordance with the schedule set forth on Exhibit B. Licensee shall notify Licensor in writing of any delay or change in the development or release of the DRDP enhanced DM Software bundle.
- ii. Licensee shall develop the DRDP enhanced DM Software in strict adherence with Licensor's requirements set forth on Exhibit D, including:
 - A. The DM Software must support teacher's rating decisions, as described in the DRDP (2015) User's Guide, and the DRDP (2015) Technical Report.
 - B. The user interface must adhere to providing complete existing "views" of the DRDP (2015) instrument that have been authorized by CDE ELCD (Essential, Fundamental, Comprehensive, and "complete" individual domains).
 - C. Licensee shall develop the DRDP user interface in adherence to Licensor's guidance for how users determine measures ratings, as described in the DRDP (2015) User's Guide and the DRDP (2015) Technical Report.
 - D. Licensee shall develop the DRDP user interface in adherence to Licensor's guidance for how data are displayed in reports and what types of reports are available to users, parents, and others through DRDP Online.
 - E. Licensee reports and data interpretations provided to Providers that are not replications of DRDP Online reports and guidance must be marked as "Not a CDE report."
- iii. Licensee shall make available to its Providers training materials that are acceptable to Licensor. DRDP training must be provided by DRDP certified trainers. Licensee shall make available to its Providers guidance on the use of DRDP and results that are acceptable to Licensor. The guidance provided to teachers for collecting evidence for the DRDP (2015) must be completely consistent with the guidance provided in the DRDP (2015) User's Guide, the DRDP (2015) Technical Report, DRDP training provided by WestEd, California Early Childhood Online (CECO) training modules, and Licensor's DRDP website (www.desiredresults.us).
- iv. Licensee shall ensure that the DRDP (2015) domain scaled scores may only be retrieved through the DRDP API or directly from DRDP Online downloads by

Providers; and (b) that the reporting of DRDP domain scale scores comply with guidance provided by CDE. Licensee shall not develop or allow any use of any alternative process for producing domain scaled scores or deriving alternative parameters for production of domain scaled scores.

v. Licensee shall ensure that DRDP (2015) raw measure ratings are uploaded by the Licensee using the DRDP API or uploaded by their Providers through the DRDP Online data upload process.

vi. Licensee shall ensure that all child level and other personal or confidential data is secure and kept confidential.

g. *Branding.* Licensee shall retain all Licensor's branding for DRDP that currently exists or is requested by Licensor in the future and shall include copyright notices and attribution statements, as may be approved by Licensor from time-to-time.

h. *Reservation of Rights.* Licensor reserves all rights not expressly granted hereunder.

i. *Termination of License.* Either party may terminate this Agreement for cause upon a material breach. Licensee shall continue to be bound by any confidentiality or similar ongoing obligations set forth herein.

5. Intellectual Property Rights; Disclosure Restrictions

a. *Title.* Licensee acknowledges that Licensor owns all property rights in and to DRDP and the DRDP Online Software, including any patent, copyright, trade secret, trademark and other proprietary rights. No title is transferred hereby, and Licensee's rights hereunder are strictly limited as set forth herein.

b. *Transfers.* Under no circumstances shall Licensee sell, license, publish, display, distribute, or otherwise transfer to a third party the DRDP assessment or any copy thereof, in whole or in part, without the Licensor's prior written consent. Licensee's rights may not be assigned.

c. *Data.* Licensee acknowledges that all data, including scaled scores and associated processes for generating, creating, or reconstructing domain scaled scores in connection with the DRDP assessment belongs to Licensor. Any unauthorized use of the data, such as developing an alternative process for producing domain scaled scores or deriving alternative parameters for production of domain scaled scores by the Licensee constitutes a material breach of this agreement entitling Licensor to all legal remedies, including termination and damages. Licensee further acknowledges that certain data and personal information are restricted from disclosure by state and federal laws. Licensee agrees to maintain the confidentiality of all data and information developed or collected in connection with the use of the DRDP assessment instruments, and shall not disclose such data except as expressly required by applicable law. The agencies, their consultants, and authorized representatives have rights to use the data for their program pursuant to the end user license agreement.

6. Disclaimer of Warranties

a. *Disclaimer.* The DRDP assessment is provided “AS IS” and WITH ALL FAULTS. There are no warranties of any kind, express or implied given or made by Licensor hereunder. All representations and warranties are disclaimed, whether express or implied as to the title, fitness for a particular purpose, merchantability, accuracy or standard of quality of the DRDP assessment, including any content contained therein.

7. Legal Compliance.

Licensee is solely responsible for compliance and will strictly comply with all applicable laws and regulations, including compliance with export laws and laws and regulations of any territory to which the Software Bundle is distributed, paying tariffs and taxes, obtaining all necessary business or import licenses or permits and any other government approval necessary.

8. Indemnity and Limitation of Liability

a. *Indemnity and Limitation of Liability.* In consideration of the license provided hereunder, Licensee hereby indemnifies, defends, releases, discharges and holds harmless Licensor from and against any claim, loss, damage or liability arising in connection with the copying, display, use, distribution or sublicensing of DRDP Online or in connection with this License Agreement, including, without limitation:

- (1) the availability, accuracy, damage or loss of data, software, hardware or other real, personal or intellectual property arising from or in connection with the DRDP Online Software;
- (2) any Services or any defect, failure, delay in the DRDP Online Software or any Services;
- (3) any claim based on contract, tort, or otherwise or any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not;
- (4) any personal injury or death suffered in connection with the DRDP Online Software or Services
- (5) any identity theft, fraud or other activity related to the login ID and/or password; and
- (6) any disruption or suspension of Licensee’s business.

The foregoing indemnity, defense, release discharge and hold harmless shall not apply to Licensor’s willful misconduct.

8. General Provisions

a. *Modifications.* Licensor may alter or revise the terms of this Agreement at any time by posting the revised terms on the Desired Results Web site at www.desiredresults.us. If Licensee does not accept the changes, Licensee’s sole remedy shall be to terminate this Agreement with at least 60 days advance notice.

b. *Governing Law/Venue/Jurisdiction.* The Agreement shall be governed exclusively by laws of California without regard to its conflict of law provisions. In the event of dispute, the Licensee shall submit to the exclusive jurisdiction and venue of the courts of California.

c. *Termination.* Without prejudice to any other rights, either party may terminate this Agreement for material breach upon notice. In such event, Licensor may deny access to, and Licensee must discontinue copying, distribution, sublicense and use of DRDP.

d. *Severability.* Except as otherwise set forth in this Agreement, the provisions of this Agreement are severable, and if one or more of such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objective of such provision or portion thereof within the limits of applicable law.

e. *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the understanding between the parties with respect to the subject matter hereof, which supersedes and merges all other prior proposals, understandings and agreements, oral or written, between the parties relating to the subject matter.

f. *Waiver.* Any waiver, either expressed or implied, by either party or any default by the other in the observance and performance of any of the conditions and/or covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

g. *Read and Understood.* Licensee hereby acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

h. *Headings.* The headings to the clauses and sub-clauses of this Agreement are included merely for convenience and shall not affect the meaning of the language included therein.

Licensee: I certify that I have the authority to sign this Agreement as a representative of the Licensee.

Name:

Title:

Program/Agency:

Address:

City:

State: Zip:

Signature _____

Date:



DRDP Online API Vendor Pricing

The complete terms and conditions are set forth in the DRDP Vendor License Agreement which vendors will be required to sign prior to the initial review.

SYSTEM REVIEW FEES*	
LEVEL A	\$1,000 Initial Review
LEVEL B	\$2,000 Comprehensive Review
LEVEL C	\$3,000 Replicated Reports Review

**Prices are additive. A vendor may be required to complete all three levels. Price is \$6,000 in total for all three fees. See description on other side.*

ANNUAL FEES	
PER CHILD FEE	\$1.00
ANNUAL SUPPORT AND MAINTENANCE <ul style="list-style-type: none"> • 5 hours of support <ul style="list-style-type: none"> - Data input and output for agencies - User and class setup support • Additional support billed at \$1,000 per block of 10 hours 	\$1,000

DRDP Online and the API is managed by WestEd on behalf of the CDE

APPLICATION AND REVIEW FEE (ONE TIME)--UP TO A TOTAL OF \$6000	
LEVEL A	<p>\$1000: Initial Review (Required for all Vendors)</p> <p>Example:</p> <ul style="list-style-type: none"> - Instrument is represented and teachers complete as a fillable form, OR - Teachers complete a fillable form that is exported as a flat file to be uploaded to DRDP Online. <p>To conduct the initial review for applications with no report functionality, a fee of \$1,000 will be charged. If the initial review indicates no further action is needed, there will be no additional charge; this includes review of conformity to CDE standards, display of replication of the assessment, and entry of ratings.</p>
LEVEL B	<p>\$2,000: Comprehensive Review</p> <p>Example:</p> <ul style="list-style-type: none"> - DRDP instrument and observations are coded with preliminary rating and exported as a flat file to be uploaded to DRDP Online or API. - Rating mechanism that summarizes observations related to rating on the DRDP is exported as a flat file to be uploaded to DRDP Online or API. <p>When the initial review indicates further review is required, then a comprehensive review will be conducted for an additional cost of \$2,000 to check for conformity to CDE set standards for the DRDP display, rating process, observation collection, and connection of observations to the rating process. This extended review will require working with the vendor's system for all user views, setting up a demo site and class adding children, adding observations, and checking the process for conformity to CDE standards. A comprehensive report with findings and recommendations will be provided.</p>
LEVEL C	<p>\$3000: Replicated Reports Review</p> <p>Example:</p> <ul style="list-style-type: none"> - DRDP reports are duplicated in the system using scaled scores and thresholds. - Scores and thresholds are obtained from vendor clients downloading data from DRDP Online or through the use of the API. <p>When DRDP reports are replicated in licensee's software application using psychometric scores and thresholds made available by DRDP Online, a Replicated Reports Review of the reporting system will be conducted. This review provides a detailed analysis of the accuracy of scores and thresholds, as well as the amount and type of information provided in each report, and explains the manner in which the scores and thresholds are displayed and explained. Findings from the analysis will be provided in a report to the prospective licensee. The fee is \$3,000 for this service in addition to level A and B. Review will require working with the vendor's system for all user views utilizing the demo classes set up for the extended review of the user system and checking for conformity to CDE standards for all views and reports.</p>
ANNUAL MAINTENANCE AND SUPPORT FEE	
<p>\$1,000</p> <p>Current non-refundable annual maintenance and support fee for use of the DRDP in licensee system (as of March 2020). The per child API fee is paid separately.</p>	
API LICENSE FEE	
<p>\$1.00/child</p> <p>If the licensee uses the DRDP Online API to send and/or receive data, a per-child license fee of \$1.00 per year will be charged for use of the API based on the number of children authorized under licensee's data management (DM) software licenses containing DRDP. The license fee covers server costs, scoring ratings, and the cost of administering the API.</p>	

Exhibit B
Schedule

Exhibit C
Licensor's EULA

Exhibit D
Additional DRDP Requirements

I. User interface – Entry screens

Criteria to Be Rated	Description of Criteria
A. The user interface adheres to the guidance for how the DRDP continuum is represented and to support teacher’s rating decisions, as described in the DRDP (2015) User’s Guide ^{1, 2} and the DRDP (2015) Technical Report ³ .	<ul style="list-style-type: none"> • Developmental level names are used. • There is no numbering of developmental levels in the user interface • The DRDP developmental continuum is displayed horizontally.
B. The user interface provides complete existing “views” of the DRDP (2015) instrument that have been authorized by CDE ELCD (Essential, Fundamental, Comprehensive, “complete” individual domains).	<ul style="list-style-type: none"> • Online views do not combine or move measures across domains. • There are no incomplete views with a selection of measures outside of what is authorized by CDE. • Identification of complete views provided <ul style="list-style-type: none"> ○ Essential View ○ Fundamental View ○ Comprehensive View ○ School-Age View
C. If a rating record view is used, the user interface adheres to the guidance for how the DRDP continuum is represented and to support teacher’s rating decisions, as described in the DRDP (2015) User’s Guide, and the DRDP (2015) Technical Report.	<ul style="list-style-type: none"> • If a rating record view is used, instructions and a link to a copy of the instrument are provided. Clearly shows that rating decisions are based on the content of the measures as they are presented in the instrument (e.g., measure name, definition, descriptors, examples).

II. User interface – How users determine measure ratings

Criteria to Be Rated	Description of Criteria
A. The user interface adheres to the guidance for how users determine measures ratings, as described in the DRDP (2015) User’s Guide and the DRDP (2015) Technical Report.	<ul style="list-style-type: none"> • The online view clearly supports using descriptors to make rating decisions. Descriptors are always displayed on measures pages and, under no circumstances, are hidden or a copy of the instrument is linked. • There is no auto-rating of measures from evidence or partial scoring of evidence. • Licensor may provide an option for users to hide/unhide examples.

¹ CDE. (2017). *Desired Results Developmental Profile (2015): An Early Childhood Developmental Continuum*. Sacramento, CA: CDE Press.

² CDE. (2015). *Desired Results Developmental Profile – Kindergarten (2015): For use with transitional kindergarten and kindergarten-aged children*. Sacramento, CA: CDE Press.

³ DRDP Collaborative Research Group. (2018). *Technical Report for the Desired Results Developmental Profile (2015)*. Report prepared for the California Department of Education.

III. User interface – How data are displayed in reports and what types of reports are available to users, parents, and others

Criteria to Be Rated	Description of Criteria
A. Reports and data interpretations provided to users are consistent with the reports and guidance for reports provided by CDE/WestEd/BEAR.	<ul style="list-style-type: none"> All new and existing user reports have been reviewed and approved by CDE or its contractors for DRDP (WestEd/UC Berkeley Evaluation and Assessment Research Center [UC BEAR]) prior to implementation. There are no DRDP domain reports that average raw measure ratings. There are no reports that compare DRDP scores for individual children or groups of children to content standards or early learning foundations. <ul style="list-style-type: none"> Secondary analysis reports are clearly marked as such and identified as non-CDE reports.
B. Reports supplied through the vendor's data system clearly indicate that the DRDP (2015) is owned and copyrighted by CDE and is not a product of the vendor.	<ul style="list-style-type: none"> The following language is suggested to be included in the footer of all DRDP reports provided through the vendor's data system: "Copyright California Department of Education. Customized/reprinted with permission by CDE for limited use."

IV. Training materials and guidance provided to users (on the use of the data system and results)

Criteria to Be Rated	Description of Criteria
A. The guidance provided to teachers for collecting evidence for the DRDP (2015) is completely consistent with the guidance provided in the DRDP (2015) User's Guide, the DRDP (2015) Technical Report, and DRDP training provided by WestEd.	<ul style="list-style-type: none"> Guidance for collecting evidence and completing the DRDP is consistent with the guidance provided in the DRDP (2015) User's Guide, the DRDP (2015) Technical Report, and DRDP training provided by WestEd (either through a DRDP Certified Trainer or through the California Early Childhood Online (CECO) online training modules .

V. Determination of DRDP (2015) domain scaled scores

Criteria to Be Rated	Description of Criteria
A. DRDP (2015) domain scaled scores are retrieved through the DRDP Application Programming Interface (API) or from Providers who downloads from the DRDP Online system and provides to vendor .	<ul style="list-style-type: none"> No other mechanism or procedure is ever used to score the DRDP, as such action would be in violation of the existing DRDP End User Licensing Agreement (EULA) and this DRDP license agreement.
B. Reporting of DRDP domain scale scores complies with guidance provided by CDE.	<ul style="list-style-type: none"> DRDP numeric domain scale scores are never provided in any user reports for individual children or groups of children.

Criteria to Be Rated	Description of Criteria
	<ul style="list-style-type: none"> • DRDP numeric domain scale scores are never provided to teachers in any form, including, but not limited to, data downloads and online data reporting. • Names of levels for DRDP domains (e.g., “Building Earlier”), rather than numeric scores, are used when reporting DRDP results through CDE-approved reports.

VI. Uploading raw measure ratings to the DRDP Online data system

Criteria to Be Rated	Description of Criteria
A. DRDP (2015) raw measure ratings scores are uploaded through the DRDP Application Programming Interface (API) or by Providers through DRDP Online.	<ul style="list-style-type: none"> • Data upload formats comply with the DRDP Online data system requirements for data uploads. • The DRDP licensed vendor uploads raw data for each rating period (with final annual uploads by June 15) to the DRDP Online system via the DRDP API. • Domain scale scores will be provided to the vendor within a reasonable amount of time after raw measure uploads for domains for which the minimum number of measures are completed. • The vendor includes sharing of data with the CDE or its contractors for DRDP (WestEd/UC Berkeley Evaluation and Assessment Research Center [UC BEAR] as part of any consent forms that it uses with agencies. The vendor (not the CDE or its contractors for DRDP) is liable / responsible for ensuring that appropriate consent procedures are in place for providing the data to the CDE and its contractors for DRDP.

VII. EULA Incorporates DRDP Terms

Criteria to Be Rated	Description of Criteria
A. Vendor incorporates Licensor’s EULA into its License Agreement with Providers and naming Licensor as a third party beneficiary of the terms.	<ul style="list-style-type: none"> • Vendor incorporates Licensor’s EULA into its License Agreement with Providers and naming Licensor as a third party beneficiary of the terms. Licensor to review and approve the form of license.