



October 26, 2020

Pennsylvania's State System of Higher Education

Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110

Dear Ms. Linda Venneri:

For over seven years, Proctorio has been providing online proctoring services as its primary line of business to colleges and universities across the globe. Proctorio's reach now covers over 1,000 partners, with 25 million exams proctored in all but four countries around the world. Proctorio's clients include some of the largest and most prestigious colleges and university systems, including several in Pennsylvania.

Proctorio's Learning Integrity Platform combines industry-best reliance on scalable technology to provide Identity Verification Services, Lock Down Settings, and Automated and Live Proctoring Services, all within the existing Learning Management System or assessment platform. Whether Live or Automated, students never schedule exams, and the results are always immediately available within the Proctorio Gradebook. Within our industry, Proctorio is the only remote proctoring vendor capable of on-demand proctored assessments with unlimited scalability, while protecting your institution's data with advanced Zero-Knowledge encryption.

As the leader in the online proctoring space, we look forward to working with Pennsylvania's State of Higher Education and OMNIA Partners in the near future.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mike Olsen", is positioned above the typed name.

Mike Olsen
Founder & CEO
Proctorio, Inc.

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Dear Ms. Linda Venneri:

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Proctorio Technical Proposal RFP #2020-COOP-LAV-45

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Proctorio Cost Proposal RFP #2020-COOP-LAV-45

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Written Responses

Proctoring Solutions: Live Online and Automated
RFP #2020-COOP-LAV-45

Section IV

A. General

1. State the Supplier's understanding of the solution being requested by this RFP.

Pennsylvania's State System of Higher Education (PASSHE) is partnering with OMNIA partners to enter into a Master Agreement that would extend access to remote proctoring services to other public agencies nationally. PASSHE is seeking an online proctoring solution that offers both Automated and Live Proctoring remotely and integrates with various Learning Management Systems (LMS). Vendors are expected to authenticate test taker identities, provide oversight for assessments/exams, and inform faculty of issues that arise during the assessment process.

2. Include a narrative response that summarizes the key features and competitive advantages of the proposed solution that make it stand out from competing solutions.

For over seven years, Proctorio has been a leader in the remote proctoring industry, providing Automated and Unscheduled Live Proctoring to over 1,000 institutions around the world. Proctorio was designed to be limitlessly scalable, fully customizable, and always available to users without requiring any scheduling. Proctorio offers a full suite of customizable secure exam settings, including Browser Locking Options, Recording Options, and Verification Options to verify the identity of test takers. With the Proctorio Gradebook, exam administrators get immediate results to verify student activity, and oversight into assessment results. Proctorio's machine learning algorithms provide easy-to-use flagging in the Gradebook, so instructors are able to identify any possible integrity infractions that occurred while the test taker was in the exam. Proctorio's platform is entirely remote, allowing test takers to take their exams from anywhere around the world that is most convenient.

B. Qualifications and Experience

1. Company

- A. Proctorio is a comprehensive learning integrity platform that seeks to expand opportunities for the development and demonstration of human potential. We achieve this mission by ensuring integrity through scalable and accessible means. Staffed by current and former digital learning teachers and learners, our implementation and support team is continuously dedicated to learner success and academic integrity.

In addition to remote proctoring services (Automated and Live), Proctorio also provides Live Pop-In, Live ID Verification, Professional Review, and Bring Your Own Proctor. A number of other services like Plagiarism Detection and WebSweep are on the near-term

product roadmap. Proctorio currently serves 1,000+ partner institutions of varying sizes within higher education, K-12, corporate, and federal agencies.

Proctorio's reach now covers the entire globe with 2,000,000 active weekly users, and 25,000,000 exams proctored worldwide. We are proud to report less than eight minutes of collective downtime since 2013 - meaning that in terms of reliability, Proctorio ranks among the top performers with respect to the entire cloud service industry - much less ed-tech. Proctorio's partner retention nears 100% with the vast majority of contracts renewing for successive growth.

Proctorio has been in business for seven years and is a privately-held Delaware Corporation and is not controlled in any way by Venture Capital and/or Private Equity funding. This allows Proctorio to remain in complete control of the direction of the company and how it impacts our partner institutions. Proctorio is currently headquartered in Scottsdale, AZ and has international office locations in Munich, Germany and Belgrade, Serbia.

Proctorio's Learning Integrity Platform stands out from competing solutions at every stage from integration to exam review. Installing the software is done at the global level; no time-consuming, custom integration is necessary. From its inception, our software was designed for unrivaled learner privacy, system-security, scalability, and reliability. That means FERPA, COPPA, CCPA, and GDPR compliance. The system does not require personally identifiable information and all data collected for the exam is encrypted with Zero-Knowledge encryption

Since inception in 2013, Proctorio has partnered with a number of big names including institutions like

- B. Proctorio employs 16 sales people that are located in Scottsdale, AZ and Belgrade, Serbia.
- C. Proctorio's 24/7/365 support center is based in Belgrade, Serbia. We are headquartered in Scottsdale, AZ and have one additional corporate office in Munich, Germany.
- D. Proctorio is happy to submit annual sales for the past three fiscal years under the signature of a mutual non-disclosure agreement. Please see our separately attached financial letter, 2020 financial reports (including our Dun & Bradstreet report), and W-9.




- E. Since Proctorio's start seven years ago, we have been dedicated to the sustainability of our organization and contributing to the overall health of our planet. We are a certified customer of ClimatePartner and actively engage with the calculation of a corporate carbon footprint, the determination of reduction potentials, and offsetting the CO2 emissions of the company, making us 100% carbon neutral.

Our offices are all paper free and we have recycling programs in place. Our product itself contributes heavily to global sustainability, as we are designed to reduce paper waste and emissions associated with testing centers and paper exams. The carbon footprint of a student taking an exam with Proctorio is nearly non-existent at 0.31 pounds of CO2, just a fraction of the CO2 emitted by taking a test at a testing center.

Every year, Proctorio calculates our carbon footprint and invests in projects around the world that offset our total carbon emissions, making us carbon neutral. By supporting the Matebe Hydroelectric Plant in Virunga, Congo, home to Africa's oldest national park and one of the last mountain gorilla populations in the world, we are contributing to several sustainable practices.

Without an alternative source of energy to support the increasing demand, the Virunga National Park could be destroyed within 10 years. Clean energy is an extreme necessity in Congo, with only 3% of the population having electricity. The Matebe Hydroelectric Plant is offsetting carbon emissions—caused by the burning of fossil fuels and the illegal trading of charcoal. This clean energy is also improving the lives of the people in Virunga by supporting education after dark. The project is aligned with the United Nations Sustainable Development Goals.


- F. Please refer to our separately attached Diversity Letter to learn more about how Proctorio incorporates diversity and inclusion into our day-to-day business practices.
- G. While Proctorio does not possess any certifications, we do fall under the Small Business Administration's definition of a Small Business.
- H. Proctorio does not work with any sub-contractors. For a full list of our sub-processors, please visit: <https://proctorio.com/sub-processors>.
- I. Proctorio differentiates itself from competitors in a number of ways:
- Preserving Quality of Online Education* - Proctorio was created to preserve the quality of education whether degrees and certifications are earned online or on campus.
 - Remote accessibility* - Proctorio can be accessed wherever there is internet connection and a browser extension can be downloaded.
- 

- c. *Limitless scalability* - Our Automated Proctoring is limitlessly scalable and can serve massive amounts of concurrent users simultaneously. We use predictive scaling to create new servers in real time as needed.
 - d. *Seamless integration* - We employ seamless LTI integration into most LMS which means test takers do not need to enter any additional personally identifiable information beyond what is already required by their LMS.
 - e. *Zero-Knowledge encryption*

 - f. *Exam scheduling is never required* - exam administrators simply set up a designated testing window that allows test takers to take their exams from anywhere at any time.
 - g. *Customizable settings* - we provide exam administrators with a wide range of settings/tools that they get to choose from. They build a testing experience that makes their test takers feel comfortable and secure.
 - h. *Instant exam results* - we provide exam results and recordings instantly upon exam submission within the Proctorio Gradebook (located within the LMS).
 - i. *24/7/365 support* - exam administrators and test takers have access to live chat, email, and social media support 24/7/365.
- J. On August 30, 2020, Proctorio filed a request for an injunction against an individual who infringed Proctorio's copyright by unlawfully posting confidential material concerning its software and application documentation on Twitter. The order of injunction was issued on September 2, 2020. Proctorio takes the safety and security of its software very seriously, and took this action to not only protect our intellectual property, but also to ensure that through prohibiting public dissemination of our software and proprietary information, students could not change their behavior or adopt strategies to circumvent our proprietary software and obtain an unfair testing advantage over other students. We are happy to address any questions you may have.
- K. Proctorio is not owned or operated by anyone who has been convicted of a felony.
- L. No debarment or suspension actions have been taken against Proctorio.

2. Experience

Proctorio has been in operation for seven years, providing remote proctoring services to education (higher education and K-12), corporate, and federal agencies around the world. Some of the industry best practices that we implement are providing credibility to online degrees by maintaining exam integrity, utilizing top notch data security and privacy protection tactics, seamlessly integrating into an institution's existing LMS, offering a wide variety of customizable



settings for exam administrators to choose from, and providing around-the-clock support to ensure ease of use for exam administrators and students alike.

In July 2020, Proctorio was selected as the Online Proctoring Solution of the Year in the EdTech Breakthrough Awards. Our solution was recognized for our unique approach to security, and the scalability and reliance of our platform. Proctorio was also recognized as a Top Company to Work For in Arizona by azcentral, a top publication in Arizona.

Case History #1:

In 2015, Proctorio was selected as the exclusive provider of proctoring services

To support these widespread implementations, a dedicated Partner Success Manager at Proctorio worked closely with IT Leads and Instructional Technologists to schedule implementations at each of the colleges. Following implementation, the Partner Success Manager scheduled a series of big room training sessions to give instructors an introduction to using Proctorio. Separately, sessions were scheduled with key institution personnel, who were designated Proctorio subject matter experts, to work alongside instructors to maximize the use and effectiveness of Proctorio.

Case History #2:

Since beginning to use Proctorio three years ago, student satisfaction has increased dramatically and faculty complaints have dropped by over 90%. Their online campus was recently voted the best online college by intelligent.com. They strongly believe that a large portion of their success is due to choosing Proctorio to serve their district in upholding academic integrity in the delivery of online exams. Prior to the arrival of Proctorio, their district used another online proctoring solution that was not as technologically advanced, nor as committed to customer satisfaction and support. They strongly believe that the increase in satisfaction regarding Proctorio is due to its generous features, as well as being a fully-automated solution. Faculty additionally appreciate Proctorio's ergonomic design, which allows it to run seamlessly within their LMS.

Case History #3:

desired a solution that could seamlessly and scalably provide proctoring and ID verification services across the institution. Proctorio's Partner Success Manager installed the Proctorio extension within the Course Management System in one day. Shortly thereafter, Proctorio conducted several training sessions for instructors to ensure an effective rollout across campus. Through purchasing Proctorio as an Enterprise Proctoring, Lock Down, and Identity

Verification solution, _____ has enjoyed assessment security at a small fraction of the per-exam cost of other proctoring services. _____ serves 37,486 students on its main campus.

3. References

Provide references from three of your clients from the past five years for services that are similar in scope, size and complexity to the Solution described in this RFP. At least one of these client references should preferably be from a higher education institution. Provide the following information for each client: client name and address; time period in which work was performed; and a short description of the work performed.

- **Institution #1:**
- **Institution Address:** 10
- **Client Facility Phone Number:**
- **Point of Contact Name:**
- **Point of Contact Title:** Instructional Technology Specialist
- **Point of Contact Email Address:** s
- **Point of Contact Phone Number:** (
- **Period of time with Proctorio:** 5 years
- **Description:**

To support these widespread implementations, a dedicated Partner Success Manager at Proctorio worked closely with IT Leads and Instructional Technologists to schedule implementations at each of the colleges. Following implementation, the Partner Success Manager scheduled a series of big room training sessions to give instructors an introduction to using Proctorio. Separately, sessions were scheduled with key institution personnel, who were designated Proctorio subject matter experts, to work alongside instructors to maximize the use and effectiveness of Proctorio.

- **Institution #2:**
- **Institution Address:**
- **Client Facility Phone Number:**
- **Point of Contact Name:**
- **Point of Contact Email Address:**
- **Point of Contact Phone Number**
- **Period of time with Proctorio:** 2 years
- **Description:**

. Proctorio's Partner Success



Managers worked hand-in-hand with the _____ technology department to ensure successful product adoption, student support, and exam integrity.

- **Institution #3:**
- **Institution Address:**
- **Client Facility Phone Number:**
- **Point of Contact Name:**
- **Point of Contact Title:** Director of Information Technology and Business Systems
- **Point of Contact Email Address:**
- **Point of Contact Phone Number:**
- **Period of time with Proctorio:** 3 years
- **Description:** _____ elected Proctorio as its primary enterprise solution and partner for proctoring services in 2017. To roll out Proctorio, an Account Executive and Partner Success Manager planned a multi-day session on campus to train instructors and meet with students to discuss our approach to data privacy and security. Following implementation, _____ worked with Proctorio to implement new features and continues to assist in planning the product roadmap within our Learning Integrity Platform.


3.2 Distribution, Logistics

- A. Proctorio provides a suite of learning integrity products, including:
- a. **Automated Proctoring:** Automated Proctoring leverages Proctorio’s technology to document different forms of evidence of possible academic dishonesty, including suspicious head and eye movement and keystroke anomalies. Automated Proctoring leverages Recording, Verification, and Lock Down settings to flag suspicious behavior for the exam administrators to review within the Proctorio Gradebook upon the exam’s submission.
 - b. **Live Proctoring:** Proctorio’s Unscheduled Live Proctoring leverages a live, human proctor to observe test taker behavior during the course of an exam. If academic integrity violations are detected, proctors can intervene by taking screenshots, chatting with the test taker, pausing the exam, or removing the test taker from the exam. All proctors are Proctorio employees that undergo an extensive third-party criminal and background check and go through a five-week training process with our Proctorio Training Specialists.
 - c. **Live Pop-In:** A premium add-on feature, Proctorio’s Live Pop-In runs Automated Proctoring in the background during an exam to notify proctors of suspicious behavior. Proctors can then pop in to intervene during a test taker’s exam session to uphold integrity and prevent academic dishonesty in real time.
 - d. **Live ID Verification:** A premium add-on feature, Proctorio offers Live ID Verification which acts as a gatekeeper and is completed prior to beginning an exam. This helps ensure the test taker taking the exam is the person they claim to be and will prevent access to the exam material if they do not pass the ID

verification. A Proctorio representative will compare the learner's name and visage in the LMS or assessment platform to the scanned photo ID of the test taker -- in real time -- for up-front verification of their identity.

- e. **Professional Review:** A premium add-on feature, Proctorio also offers Professional Review, a service that employs experts to analyze exam recordings for issues of academic dishonesty and provide detailed reporting within 24, 48, or 72 hours, according to the institution's needs.
 - f. **Bring Your Own Proctor:** Proctorio's Bring Your Own Proctor service allows institutions to leverage their own representatives for ID Verification and exam proctoring. This could be used instead of Unscheduled Live or Automated Proctoring so that the institution can view the proctor's view and proctor the test takers themselves.
- B. Because Proctorio is a Software-as-a-Service company, distribution is done through integration and implementation. After expressing interest in the Master Agreement, PASSHE institutions will be put in contact with a Proctorio sales representative and Partner Success Managers to finalize paperwork and begin integration and implementation with the LMS/assessment platform, as well as the training and onboarding of institution administrators and faculty members. Proctorio operates as a browser extension, meaning that Proctorio can be geographically accessed anywhere there is internet connectivity and access to a web store.
- C. By referencing the Master Agreement contract number and proving PASSHE membership, Participating Agencies will be granted Master Agreement pricing. Participating Agencies will receive the contact information of a Proctorio sales representative who will guide them through the direct ordering process. The sales representative will work with the institution to determine their needs and fill out an order form for both parties to sign. From there, the institution will be introduced to their assigned Partner Success Managers, who will be responsible for verifying and auditing pricing throughout contract renewals to ensure compliance with the Master Agreement.
- D. No other companies will be involved in processing, handling, or shipping the products/services to the end user.
- E. Proctorio does not possess distribution facilities, warehouses, or retail networks, because we are a software company.

3.3 Marketing and Sales

- A. Within 90 days from the award date of the Master Agreement, Proctorio will embark on a comprehensive strategy to immediately implement the Master Agreement as a primary go-to-market strategy for Public Agencies. Within the first 10 days, Proctorio will provide executive leadership endorsement and sponsorship of the award as a primary public
- 

sector go-to-market strategy. From there, Proctorio's sales force will be trained on the details of the Master Agreement to ensure streamlined and effective participation. Proctorio's Marketing team will be on standby to assist with the creation of marketing collateral, which will be explained in further detail below.

- B. Within 90 days from the award date of the Master Agreement, Proctorio will deploy a marketing strategy to promote the opportunity to current Participating Public Agencies, existing Public Agency customers, and prospective Public Agencies nationwide. This strategy will include the creation of a co-branded press release; an announcement (with MA details and contact information) on Proctorio's website; the creation of co-branded marketing materials; attendance at national, regional, and supplier-specific events (virtual or in-person, depending on Covid-19); attendance at the NIGP Annual Forum; the design and publication of national and regional advertising in trade publications; the creation of ongoing marketing collateral (case studies, collateral pieces, presentations, promotions, etc.); and a dedicated OMNIA Partners internet web-based homepage on Proctorio's website.
- C. Proctorio will transition any existing Public Agency customers' accounts to the Master Agreement when the contract renewal process begins. As the end of the contract nears, each institution's Partner Success Managers will revisit the terms of the contract to reflect the pricing included in the Master Agreement. Institutions will simply need to showcase evidence that they are part of the PASSHE network. On a national basis, Proctorio also has a signed contract in place with E&I. Proctorio's Master Agreement with PASSHE will remain positioned as a primary go-to-market strategy.
- D. Proctorio agrees to provide its logo to OMNIA partners. We also provide permission for reproduction of the logo in marketing communications and promotions (given that there are no design changes made to the logo itself). Finally, Proctorio acknowledges that we will need to seek out permission from OMNIA Partners to use their logo.
- E. Proctorio confirms that we will be proactive in the direct sales of our goods and services to Public Agencies nationwide and we will engage in timely follow-up to leads established by OMNIA Partners. We recognize that all sales materials are to use the OMNIA Partners logo. Our sales initiatives will communicate that: the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency; Proctorio's price is the best government pricing; there is no cost to participate; and it is non-exclusive.
- F. Proctorio confirms that it will train its national sales force on the Master Agreement. This training will include: key features of the Master Agreement; working knowledge of the solicitation process; awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners; and knowledge of benefits of the use of cooperative contracts.



G. Please note that Proctorio reserves the right to adjust team members as needed. The tentative contact information for Proctorio team members is as follows:

H. Proctorio's sales force is led by

_____ is tentatively the Account Executives that will be assigned to the PASSHE/OMNIA Partners account.

I. Proctorio's Sales Team will work with the OMNIA Partners Team to carefully review the full list of PASSHE member institutions. The list will be broken down into three primary categories: current Participating Public Agencies, existing Public Agency customers, and prospective Public Agencies. With introduction from OMNIA Partners, Proctorio's Sales Team will begin making contact with each institution, learning more about their unique needs, distributing marketing materials, scheduling demos, and selling the Proctorio product that best serves that institution's requirements. Throughout this whole process, Proctorio's Sales Team will make it a priority to offer the most competitive price.

J. Proctorio's various departments will closely collaborate to manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, and more. We will schedule regular meetings to touch base, set forth goals, track progress, and identify opportunities and deliverables to act on.

K. Proctorio is happy to share the amount of Public Agency sales for the previous fiscal year under signature of a mutual non-disclosure agreement. Proctorio's top five Public Agency customers are:

_____. The



total purchases for each for the previous fiscal year along with a key contact for each can be made available under signature of a mutual non-disclosure agreement.

- L. After the creation of an order form, the institution will be invoiced. Proctorio uses Invoiced for invoicing and payment recording. Customers can choose how they would like to pay (wire, ACH, or credit card) and will be guided through instructions to complete their payment. We have Stripe linked to Invoiced to accept credit card payments. Please note that fees apply to wire (\$35) and credit card payments (3%). The system will also send late notices and receipts when an invoice is paid.
- M. Proctorio is happy to work with OMNIA Partners to set forth ambitious, yet realistic goals for contract sales within the initial three years of the Master Agreement. This is difficult to predict without fully understanding the number of institutions interested, the products they are purchasing, the quantity of exams needing proctoring, or the number of students requiring assistance.
- N. Proctorio understands that there may be circumstances where Public Issues will issue their own solicitations. Whenever possible, Proctorio will respond with Master Agreement pricing. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Proctorio will offer a lower price and report awarded sales as Contract Sales to OMNIA Partners under the Master Agreement. Proctorio does not foresee a situation where pricing would be quoted as higher than the Master Agreement - however, if this unlikely situation occurs, Proctorio will simply quote the highest pricing that the Master Agreement offers or respond with a higher price and include the Master Agreement as an alternate or additional proposal.

C. Technical Requirements

A. Monitoring Process

1. **Provide a detailed description of the following processes:**
 - **Pre-test Authentication (verifying student identities)**

Proctorio provides five layers of authentication and accomplishes this without ever requiring student biometric data or using a third-party partner to identify students: (1) LMS username, (2) LMS password, (3) IP Address Location, (4) ID Verification, and (5) Webcam Feed.

Specifically regarding ID verification, Proctorio offers both Automated and Live ID Verification. To verify IDs, test takers will be prompted to present their photo ID during Proctorio's pre-check process prior to the exam. The image of the photo ID will be available within the Proctorio Gradebook, immediately following submission of the exam. The ID will be evaluated by Proctorio's machine learning technology to determine if it is potentially suspicious and flag it for

review within the Proctorio Gradebook. With Proctorio's Live ID level of service, a Proctorio representing will compare the test taker's name and visage provided to the scanned ID of the test taker-in real time-for up-front verification of the test taker's identity. (See Figure 1)



Figure 1 - ID Verification

- **Scheduling and Managing Exams**

All Proctorio exams are completely unscheduled. This is a key differentiator that sets Proctorio apart from competitors - many remote proctoring providers require students to sign up for exam time slots and then charge them late or rescheduling fees. With Proctorio, test takers can take their exams whenever and wherever they want, as long as it is within the testing window assigned by the instructor when creating the exam.

- **Student Registration (including exam instructions)**

Test takers never have to register for exams. Prior to starting a Proctorio exam, students will need to download the Proctorio extension. To do this, students will visit <https://getproctorio.com/> and add the extension to their browser. Students will then navigate to their LMS, log in using the credentials issued to them by their institution, and select the exam from their course page with Proctorio enabled.

The assessment process for students begins with a series of pre-checks. When a student enters the Proctorio pre-checks, a scan will run, and if any system issues are identified with the student's computer or connection, one of Proctorio's support representatives will reach out via chat, assist the student, and quickly get them into their exam (see Figure 2). However, in nearly all cases, the student passes the pre-checks and is in their exam within 30 seconds. This process makes Proctorio unique among proctoring providers by providing advanced proactive technical support for students.

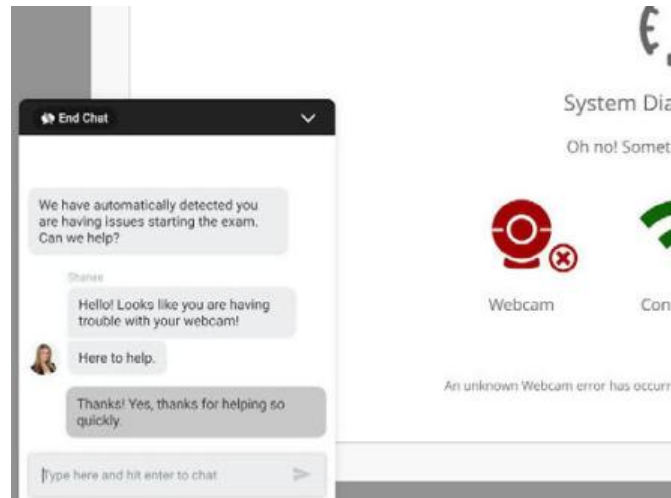


Figure 2 - Proactive Proctorio Support

If Verify Identity is enabled, the test taker is also asked to verify their identity. To verify identities, students will be prompted to present their ID during the Proctorio's precheck process (refer back to Figure 1). With Live ID or Live Proctoring, the image of the photo ID will be evaluated by Proctorio's Live Proctors and provided within the Proctorio Gradebook and available immediately following submission of the exam. Once the test taker passes the pre-check process, they will be able to enter their exam.

- **Data Security (during exams)**

All test taker and exam-related data is secured and processed through three layers of encryption:

1. The Zero-Knowledge layer is secured using AES-GCM, using encryption keys never shared with Proctorio.
2. Transmission into the data center is only over TLS 1.2 or 1.3 and, if the client supports it, we use Perfect Forward Security (PFS).
3. Data at rest within the data center is encrypted using AES-256 and is FIPS 140-2 compliant. All data centers are ISO 27001 certified, SOC 2 attested.

After a month-long engagement conducted from June 24 to July 24, 2020, White Oak Security, Inc. conclusively found that Proctorio's downloadable Browser Extension appropriately implements Zero-Knowledge encryption, meaning that Proctorio never possesses the encryption keys for the audio or video that is stored.

Proctorio partners with Microsoft Azure to store exam-related data at a nearby data center. If any data center goes dark, then the data stored there automatically fails over to another data center within the same geographical region. This occurs without any loss of data or interruptions.

Proctorio has been recognized by the iKeepSafe Coalition for meeting the highest data security and privacy standards, allowing Proctorio to be the first and only remote proctoring software to earn the iKeepSafe certification. Proctorio's certifications include: Family Education Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act (COPPA), and we are California Student Privacy Certified. These certifications are given by The Internet IKeepSafe Coalition, who review education based software companies to ensure they are doing everything in their power to keep test taker information safe. Proctorio is also GDPR compliant.

- **Real-Time Live Proctoring**

Proctorio's Unscheduled Live Proctoring leverages a live, human proctor to observe test taker behavior during the course of the exam. If academic integrity violations are detected, Live Proctors can intervene by taking screenshots, chatting with the test taker, pausing the exam, or removing the student from the exam. All proctors are Proctorio employees that undergo an extensive third-party criminal and background check and go through a five-week training process with our Proctorio Training Specialists. Proctorio is also in the final stages of development for Bring Your Own Proctor, a service that allows institutions to leverage their own representatives for ID Verification and proctoring.

- **Automated Proctoring**

Proctorio's Automated Proctoring is Proctorio's most cost effective and limitlessly scalable proctoring solution that leverages machine learning algorithms to document different forms of evidence of possible academic dishonesty, including suspicious head movement, excessive audio events, multiple face detection, and keystroke anomalies.

Automated Proctoring includes a variety of verification features to verify student identities and ensure exam integrity. Record and Review features can also be customized and enabled by instructors to record a student's audio, video, web traffic, and more. In addition to these recordings, Automated Proctoring offers a variety of Browser Locking features, including Force Full Screen, Only One Screen, Disable New Tabs, and more. All of these recordings flag suspicious behavior for the instructor to review within the Proctorio Gradebook immediately upon the exam's completion and submission.

- **Recording and Viewing Exams (by faculty)**

Recording Options instructors can enable on exams include (see Figure 2):



- **Record Video -**
- **Record Audio -**
- **Record Screen -**
- **Record Web Traffic -**
- **Record Room -**

▼ Recording Options



These options determine what information will be recorded during the exam.

Figure 2 - Proctorio Recording Options

Behaviors that Proctorio responds to are based on the settings enabled by the exam administrator when the exam was created. When unethical behavior is identified, Proctorio will flag the incident, which is later available for review within the Proctorio Gradebook by individuals with approved credentials at the institution.

- **Violations (algorithms to detect and capture aberrant behavior)**

Proctorio will flag possibly suspicious events and show them in the Proctorio Gradebook. These events may include excessive head movement, audio events in the background, keystroke anomalies, or multiple face detections. Faculty have the ability to customize behavior settings

which render variable weight to a select group of suspicion types. Behaviors that Proctorio responds to are based on the settings that are enabled by the exam administrator when an exam is created. When unethical behavior is identified, Proctorio flags the incident, which is later available for review within the Proctorio Gradebook. Once an exam is created, the exam administrator can adjust the severity threshold of suspicious behavior detection, allowing that suspicious behavior to be flagged by Proctorio’s machine learning or Live Proctors within the Proctorio Gradebook (see Figure 3).

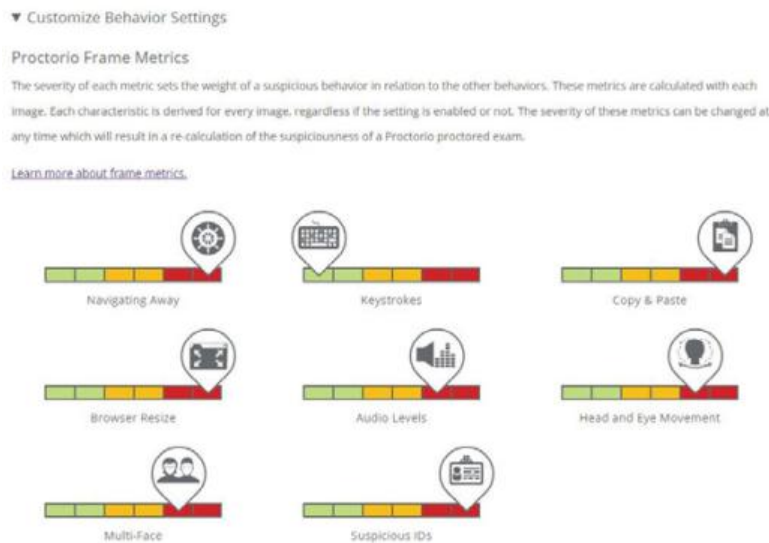


Figure 3 - Customizable Behavior Settings

The severity metrics include navigating away, keystroke anomalies, copy and paste, browser resize, audio levels, head movement, multi-face, suspicious ID, and our BETA feature, leaving the room. When these metrics are adjusted to be above average severity, test takers who behave suspiciously will be flagged in the Proctorio Gradebook for review (see Figure 4).

Proctorio Exam Results							
Name	Submission Time	Attempt	Score	Annotations	Abnormalities	Suspicion Level	
Harris, Calvin	03/12/2018 12:17:35 pm	1	5	0	2	100%	Red Flag
Flanders, Ned	03/12/2018 12:17:35 pm	1	5	0	2	100%	Red Flag
Tucci, Stanley	03/26/2018 04:02:07 am	1	5	0	1	57%	Yellow Flag
Dern, Laura	02/22/2018 12:35:25 pm	1	5	0	1	25%	Green Flag
Cooper, Sheldon	02/21/2018 06:09:17 pm	1	5	0	1	17%	Green Flag
Lanminster, Tyrion	03/04/2018 05:56:11 pm	1	5	0	1	17%	Green Flag

Figure 4 - Flagged Behavior in Proctorio Gradebook

- **End-to-End Security (active restriction of students’ computers)**



Proctorio offers a variety of Browser Locking Options (see Figure 5) that ensure academic integrity throughout the course of the exam.

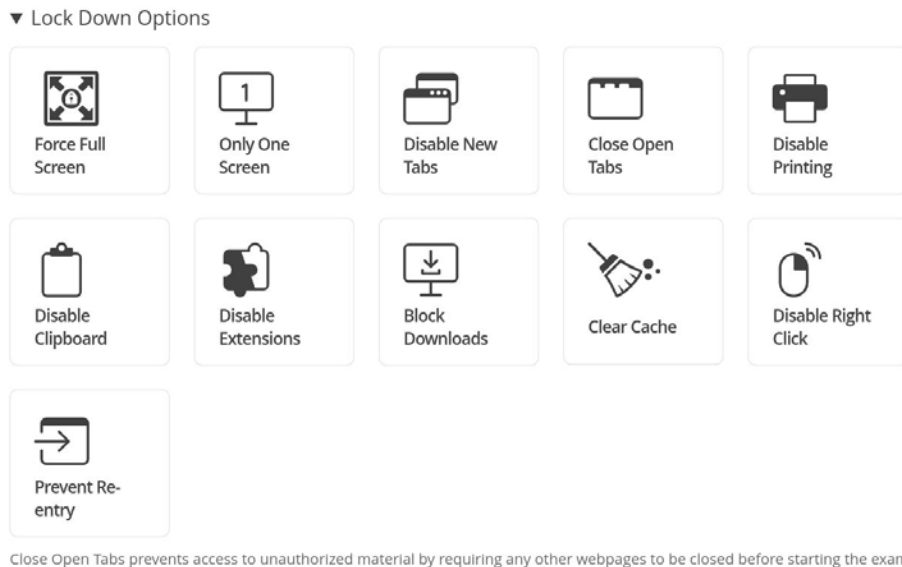


Figure 5 - Browser Locking Features

Here is the full list of Browser Locking options available:

- **Force Full Screen** - This option will open the exam in full-screen mode and is a standard browser lock function. Forcing full screen will not let the test taker leave the exam to use other websites or programs.
- **Only One Screen** - This option will force test takers to unplug any other monitors prior to starting their exam. This ensures that there are no notes or websites on another monitor during the exam.
- **Disable New Tabs** - This option will prevent test takers from going to other websites during the exam where they could potentially get answers to exam questions or collaborate with other test takers.
- **Close Open Tabs** - This option ensures there are no open tabs prior to starting the exam. This option will force test takers to close any other websites they may have open, such as YouTube videos or course lectures.
- **Disable Printing** - This option will prevent students from printing the exam or taking screenshots of the exam. This will ensure that the exam questions are not distributed.
- **Disable Clipboard** - This option will prevent students from copying and pasting, ensuring that exam content is not lifted from or inserted into the quiz page.
- **Clear Cache** - This option will automatically remove all traces of the exam from the test taker's computer after the exam has been completed. This will prevent high-tech means of exam distribution.

- **Disable Right Click** - This option will prevent the test taker from using right-click functionalities.
- **Prevent Re-Entry** - This option will ensure that test takers complete the exam in a single attempt and can be used for high-stakes exams. Prevent Re-Entry offers exam administrators two additional options: Allow Re-Entry (which allows test takers to re enter the exam multiple times on their own) and Allow Re-Entry with Agent (requires test takers to work with a Proctorio Agent to regain access to their exam).

- **Post-Exam Auditing**

Proctorio's Learning Integrity Platform detects when exam integrity is in question and provides an exam integrity report to faculty, immediately following an assessment submission, detailing all potentially suspicious activity within the Proctorio Gradebook within the LMS.

The Proctorio Gradebook will color code and list students by a suspicion score to highlight suspicious attempts for review. When Proctorio's algorithms flag a violation for an instructor, a PDF report can be instantly exported with recording images, annotations, and exam data, allowing actionable documentation within seconds.

The suspicion indicators will be listed from highest level, with percentage ranking (indicated in red), to lowest level (indicated in green), which enables the instructor to quickly scan a class or assessment group and identify those that may need further review.

When academic integrity violations are suspected, Proctorio provides several different forms of evidence that include video recording of the student (suspicious head movement, or multiple faces) audio recording voices or other noise), screen recordings, web traffic recordings, room scan recordings, and lock down violations within the Proctorio Gradebook. Proctorio also provides evidence in the form of technical, behavioral, and environmental abnormalities that flag when a student has other suspicious factors to weigh as evidence. Instructors then have the ability to customize the behavior settings which render variable weight to a select group of suspicion types.

When a test taker's attempt needs to be reviewed, the instructor clicks on the test taker's name, which will then expand into a detailed view of the exam attempt. The Video Log provides a full timeline that shows potential incidents of academic dishonesty over the course of the assessment. While easily navigating through the use of a scrolling shuttle, the reviewer can shift along the timeline to the yellow and red frames which outline the automatically detected suspicious behavior. This simplifies the review process, allowing faculty to pinpoint exactly where suspicious activity occurred, and prompting them to investigate further through a webcam feed, desktop recording, or audio captured (see Figure 6). Each indicator of suspicious behavior can be

annotated for additional review which allows a faculty or department member to come back to specific incidents and quickly note the behavior that was viewed as suspicious.

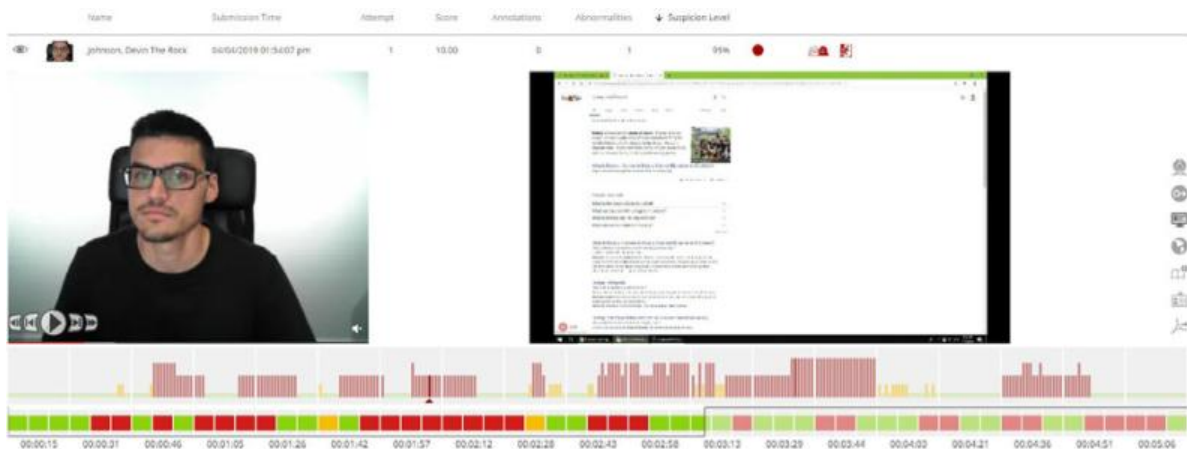


Figure 6 - Proctorio Gradebook - Individual Attempt

An automated, written, Incident Log will define each incident that occurred throughout the course of the exam (see Figure 7). The items noted here depend on the predetermined exam settings and will include items such as “The student was looking away from the quiz page,” “The student navigated away from the quiz page,” “The student accessed a web page,” “Audio levels in the room increased above the threshold,” and “Multiple faces detected in the image.”

The instructor is able to annotate within this Incident Log which can then be exported as a PDF report on the individual test taker’s attempt.

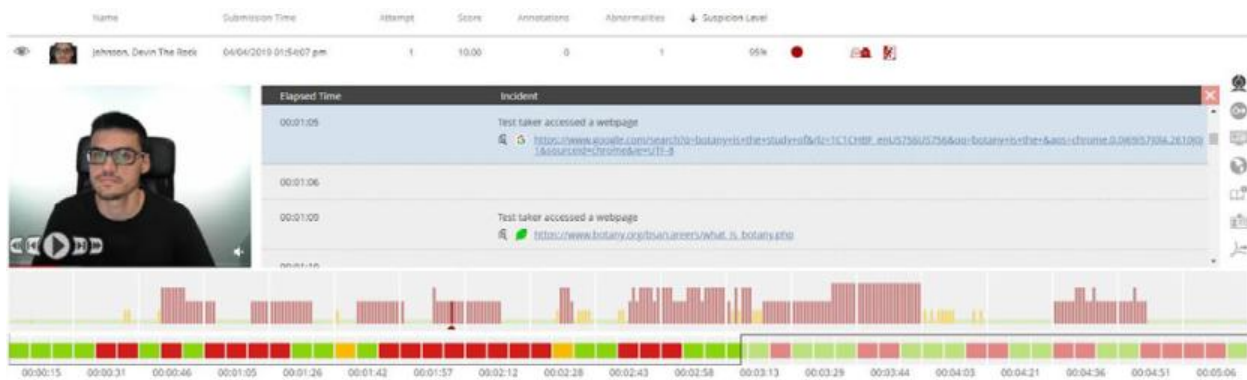


Figure 7 - Proctorio Gradebook Incident Log

The Proctorio Gradebook also provides internet speed and connectivity throughout the exam for each test taker attempt. It also shows why the attempt ended. This data and information can then later be used to respond to a test taker’s claims regarding connectivity issues (see Figure 8).

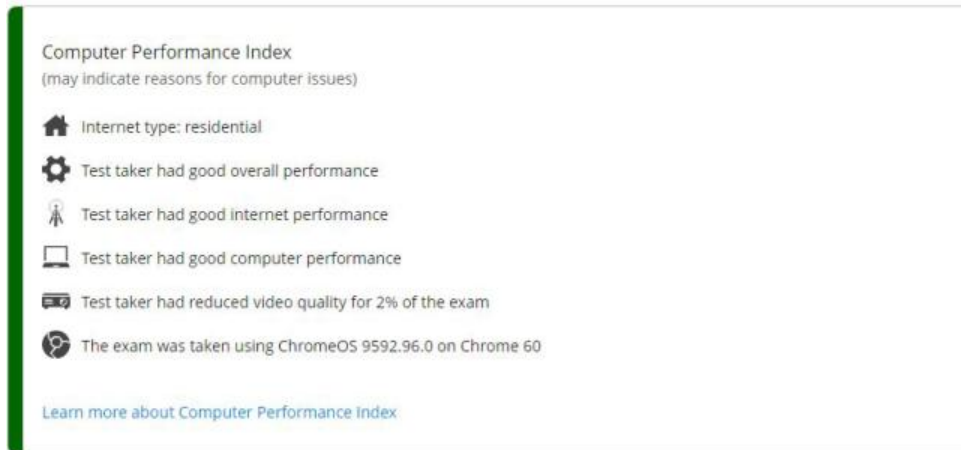


Figure 8 - Computer Performance Index

From its inception, our software was designed for unrivaled student privacy, including the reporting capabilities available. Proctorio has selectable FERPA controls in the Proctorio Gradebook, which can easily be toggled on or off for reporting purposes. We also do not collect or report on the status of any students with disabilities. The instructor can generate a PDF report within the Gradebook and may opt to include a summary of Exam Settings, Incident Log, Professor Annotations, or Abnormalities.

- **Content Protection**

Proctorio offers a variety of Lock Down Settings that can prevent exam content from leaking (Force Full Screen, Only One Screen, Disable New Tabs, Close Open Tabs, Disable Printing, Disable Clipboard, Clear Cache, Disable Right Click, and Prevent Re-Entry).

In addition, Proctorio's WebSweep, currently available only to institutions using Canvas as their LMS, provides content protection to instructors by scanning the internet for assessment questions before the test is published online. This automated web monitoring tool will alert the assessment administrator that the content of their assessment has been posted online and gives them the option to report the source and initiate a content takedown.

- **ADA Assistance**

Proctorio is fully committed to conforming to the WCAG 2.1 AA Standards of the World Wide Web Consortium, Section 508 of the Rehabilitation Act and EN 301 549 accessibility requirements. Proctorio is compatible with all ARIA-label compatible screen readers, We have also partnered with Deque Systems to produce a set of Voluntary Product Accessibility Templates (VPATs). Additionally, accessibility accommodations may be made by the exam administrator and exams can be customized accordingly.

Proctorio offers a Moderate Quiz feature, which allows exam administrators to excuse some test takers from using Proctorio. Additionally, Proctorio also provides a High Visibility Mode for

accessibility during the exam process. Anyone can utilize this functionality at any time. In high visibility mode, the following modifications are made to enhance the experience for users with a visual impairment, and/or color deficiency. For every new feature, a set of accessibility tasks are created to analyze, test and build new features against Proctorio's high standards and described and tested in our VPATs. During development, engineers frequently use tools such as Deque's Axe extension, which highlights accessibility issues in the code. As Proctorio's Learning Integrity Platform grows, no new features are released unless they meet our already existing 508 and WCAG 2.1 AA standards as verified by a third-party. As third-party accessibility standards continue to evolve, Proctorio remains committed to raising the bar to ensure our product is maximized to ensure that all students have the opportunity for success.

- **Other Advanced Monitoring Features**

Proctorio also offers a suite of Verification Options for monitoring (see Figure 9). These options include:

- **Verify Video -**
- **Verify Audio -**
- **Verify Desktop -**
- **Verify Identity -**
- **Verify Signature -**



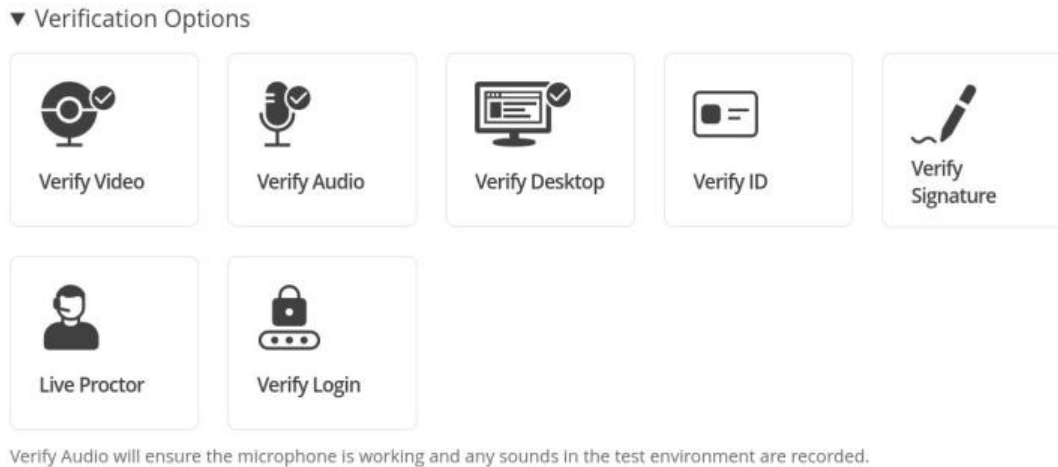


Figure 9 - Verification Options

2. **Provide a description of the methods used to ensure integrity of exams, exam passwords, and the testing environment (both the student's location and access to online materials during the exam). These methods should include visual and auditory observation.**

Proctorio enables instructors to customize exam settings on a per-exam basis from directly within the Learning Management System. Instructors can select between Browser Locking, Recording, and Verification Options to ensure the integrity of exams.

Browser Locking Options (see Figure 5) include: Force Full Screen, Only One Screen, Disable New Tabs, Close Open Tabs, Disable Printing, Disable Clipboard, Clear Cache, Disable Right Click, and Prevent Re-Entry.

Recording Options (see Figure 2) instructors can select from include: Record Video, Record Audio, Record Screen, Record Web Traffic, and Record Room.

Verification Options (see Figure 9) include: Verify Video, Verify Audio, Verify Desktop, Verify Identity, and Verify Signature.

Additionally, Proctorio collects the student's IP address but does not collect the last octet, which enables us to see their general location while still protecting their privacy. This information is available within the Proctorio Gradebook, following submission of the exam.

3. **Provide a description of your actionable plan to intervene in an exam where the integrity of the exam has been compromised.**

With Proctorio's Automated Proctoring, machine learning is leveraged to detect when students are acting unethically during the exam, according to the settings enabled on the exam by the

course administrator. Possible integrity violations are flagged and available for review within the Proctorio Gradebook following submission of the exam.

With Proctorio's Unscheduled Live Proctoring, if academic integrity violations are detected, Proctors can intervene by taking screenshots, chatting with the test taker, pausing the exam, or removing the test taker from the exam.

4. Provide a description of your quality assurance processes to validate the proctor's results before submitting the results to the faculty.

With Live Proctoring, Automated Proctoring also runs in the background to provide a second layer of integrity validation. Proctorio then allows exam administrators or instructors to review assessment attempts once they are submitted.

5. Provide a mechanism for a faculty member to share any video evidence of cheating, either by downloading clips, streaming online, or some other similar mechanism should they need to take a student before a review board. Note: Recorded sessions should be available for five years unless available for download.

If enabled, video evidence of academic dishonesty can be accessed within the Proctorio Gradebook by approved institution representatives. To protect student privacy, Proctorio does not allow faculty members to download clips or stream online. However, exam administrators can download PDFs of any exam attempts, which show the flagged behavior and allow for annotations by faculty.

Generally, Proctorio will store and maintain institutional data (including exam-related video recordings) for up to 30 days after the termination of an applicable agreement, unless otherwise specified. If PASSHE or individual institutions have entered into a SaaS agreement with Proctorio, then we will retain your data for six months by active data retention and for one year by cold storage. We may be able to retain your data for five years, but this may be subject to an additional fee and agreement between Proctorio and PASSHE.

6. Provide a description of mechanisms for protection of faculty content.

Because Proctorio utilizes Zero-Knowledge encryption, only approved administrators or faculty members can access Proctorio within the LMS. Using Single Sign-On, they sign into their LMS, create an exam, enable Proctorio on the exam, and can create profiles that save their desired settings for use time and time again, if they so choose. Faculty content can only be accessed through their unique Single Sign-On login credentials, keeping their exams secure.

7. Provide a description of how students are prevented from copying, pasting, and printing during exams.

Within Proctorio's Lock Down Options, the Disable Printing functionality will prevent students from printing or taking screenshots of the exam. The Disable Clipboard functionality will prevent



students from copying and pasting from the exam, ensuring that exam content is not lifted from or inserted into the quiz page.

8. Provide a description of exam durations being offered.

Proctorio exams are completely customizable, including the duration of the exam. When creating the exam in the LMS, instructors can set their exams to be up to eight hours long.

9. How are student accommodations verified, provided, and monitored?

Student accommodations are verified by the institution. Proctorio does not make any decisions regarding accommodations, however, exams can be customized to provide students with specific accommodations. Proctorio simply adheres to student accommodations that are set up within the LMS. Please refer to our separately attached Voluntary Product Accessibility Templates (VPATs) 301, 508, and WCAG 2.1 to learn more about our partnership with Deque Systems and the steps we take to make our exams as accessible and equitable as possible for all users.

10. Will the Solution be able to be used at off-campus premises (testing centers)?

Yes, Proctorio can be used anywhere students can access the internet and download the Proctorio browser extension, including off-campus premises like testing centers.

B. Software/Hardware

Proposals should specify all software and hardware requirements such as computing graphics, RAM, and storage capacity. The Proctoring Solution must be compatible with all current operating systems and must be entirely browser-based and support all current versions of popular browsers (i.e., Firefox, Chrome, and Safari). The Proctoring Solution must have been implemented in a higher education environment for more than two years, and must provide a smooth workflow process for administration, faculty and students. It must be customizable with university logos. The Proctoring Solution must be IMS Global Certified.

Proctorio’s system requirements are dependent on the exam settings. Test takers are encouraged to take a practice exam to test their system prior to starting the actual exam. Virtual machines and proxies will not work. Here’s a more in-depth breakdown of Proctorio’s device compatibility:

	Windows	Mac	Linux	Chrome OS
Operating System	Windows 7+	Mac OSX 10.9+	Ubuntu 18.04+	Chrome 58+
Processor	Intel Pentium or better	Intel	Intel Pentium or better	Intel or ARM



Free Disk Space	250 MB	250 MB	250 MB	250 MB
RAM	8 GB ¹	8 GB ¹	8 GB ¹	4 GB ¹
Upload Speed	0.092 Mbps - 0.244 Mbps ²			
Microphone	Any Microphone, either internal or external ³			
Webcam	320x240 VGA resolution (minimum) internal or external ³			

1. *This is the minimum amount of RAM assuming at least 25% of the memory is not in use by other applications.*
2. *Depends on the exam settings, secure browser has no upload speed requirement.*
3. *Only required for proctoring, secure browser functionality does not require audio/visual recording.*

Table 1 - Minimum System Requirements

Proctorio is compatible with all current operating systems, is entirely browser-based, and supports all current versions of Google Chrome, Microsoft Edge, Opera, Brave, and other Chromium-based browsers. Firefox and Safari are on the near-term roadmap in the final stages of development. Proctorio has been implemented in higher education environments for more than two years and up to seven years, and we are committed to providing a smooth workflow process for administration, faculty, and students. Because of our LTI integrations, we align with the institution’s LMS, allowing Proctorio to be customized with university logos. Finally, Proctorio is IMS Global Certified.

4. Software/Hardware -- Provide a detailed description of the following features:

- **Proctoring Solution Platform**

Proctorio’s Learning Integrity Platform is entirely browser based. The only software/hardware requirements for using Proctorio is the extension, which downloads right into your browser in less than 10 seconds.

- **Hosting options**

Proctorio is hosted by Microsoft Azure and Amazon Web Services.

- **LMS integrations**

Proctorio offers a seamless LTI integration with LMS like Blackboard, Canvas, D2L BrightSpace, ILIAS, and Moodle that can be completed within 5-10 minutes.

- **Publisher Platform integrations**



We also integrate with other LMS and platforms through third-party API integrations with Top Hat, Cirrus, Derivata, ATI and Questionmark. We also offer third party deep integrations - in fact, Proctorio was exclusively selected by McGraw Hill Education to proctor all exams within Connect, a web-based assignment and assessment platform that helps connect students to their coursework.

Finally, Proctorio integrates with other LMS and platforms via our Verify Login feature which automatically populates a set password after security and Lock Down checks have started. The session, experience, and recording is identical to that of the LMS. Through this feature, we currently proctor exams within: Aleks, Knewton, Wiley, MyOpenMath, COSma Learning, and MyLabs.

A custom integration can be created as necessary for any publisher platform. A custom API integration can be done in as little as a weekend or take as long as a month, depending on the resources offered by the third party.

- **Data Centers (locations)**

Proctorio utilizes Microsoft Azure cloud services hosted locally for data, which are all geographically located in the same region as the institution.

- **Third-party or subcontractor partnerships or involvement**

Beyond LTI, API, or Verify Login integrations, Proctorio does not use any sub-contractors. A complete list of our sub-processors can be found at <https://proctorio.com/sub-processors>.

- **System scalability**

During fall finals in 2019, Proctorio handled 1.2 million active students within a single week. In 2020, Proctorio has proctored a 900% year-over-year increase in exams, with no interruptions or degradation in service. We are currently serving over 2 million active weekly users. Our data centers use predictive modeling for limitless scalability. Servers can be created in real time, ensuring system stability and preventing downtime. Proctorio's system does not have a limit for concurrent exam proctoring and is capable of scaling as the number of exams increases, eliminating bottlenecks at popular or high-density times (such as finals).

- **System redundancy and availability**

Proctorio's software provides redundancy through seamless load balancing across a network of 4 data centers. Redundancy begins with DNS. Proctorio uses multiple DNS providers with automatic failover. In the event of network failure, it takes a maximum of 30 seconds for the system to autocorrect. In addition, Proctorio maintains 8 copies of all exam data in 4 data centers across the contiguous U.S. The system is built to continuously distribute aggregate data across all data centers so that in the event of a regional network failure, integrity is maintained. Microsoft's Azure cloud architecture uses paired regions to allow for the replication of resources,

such as VM storage, across a geography that should reduce the likelihood of natural disasters, civil unrest, power outages, corruption at one data center, or physical network outages affecting both regions at once. In the event of a wider Azure outage, one region is prioritized out of every pair to help reduce the time to restore for applications. Planned Azure updates are rolled out to paired regions one at a time to minimize downtime and the risk of application outages. Data continues to reside within the same geography as its pair for tax and law enforcement jurisdiction purposes. Through a focus on redundancy first, Proctorio minimizes the likelihood of risk to any data or service interruption.

- **Backup and recovery strategy**

Our solution is 100% SaaS with backups to different geographical zones. Redundancy exists through seamless load balancing across a network of four data centers and starts with DNS. Proctorio uses multiple DNS providers with automatic failover. In the event of a network failure, it takes a maximum of 30 seconds for the system to autocorrect. Within each data center, exam data is copied and distributed 8 times and accounts for physical metrics including network connection, power and cooling.

- **Disaster recovery, testing and business continuity plans**

Proctorio's disaster recovery and backup process begins with operational redundancy. We leverage seamless load balancing across a network of four data centers and start with DNS. Proctorio uses multiple DNS providers, including Cloudflare, with automatic failover. In the event of a network failure, 30 seconds at most for the system to autocorrect. Within each data center, exam data is copied and distributed 8 times and accounts for physical metrics including network connection, power and cooling. You can find additional information in our separately attached Business Continuity Plan.

5. Data -- Provide a detailed description of the following features:

- **Data encryption in transit and at rest**

Exam related data, including data gathered during the pre-checks, is stored in geographically nearby Microsoft Azure data centers using three layers of security:

1. Zero-knowledge layer is secured using AES-GCM, using encryption keys never shared with Proctorio
2. Transmission into the datacenter is only over TLS 1.2 or 1.3 and, if the client supports it, we use Perfect Forward Secrecy (PFS).
3. Data at rest within the data center is encrypted using AES-256 and is FIPS 140-2 compliant. All data centers are ISO 27001 certified, SOC 2 attested.

- **Security – data access and protection**



Proctorio deeply values privacy and security by utilizing Zero-Knowledge encryption,

- **Data breaches**

In seven years of business, Proctorio has never experienced a breach of data. Regardless, Proctorio still has a well-defined process in case of data breaches. This process shall apply at any time the data of any client, employee or end user of the Proctorio system has been breached (see Figure 10):

1. In the event that Proctorio discovers, receives notice of, or suspects a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed (“Data Breach”) by Proctorio and its Sub-Processors, Proctorio shall notify the client without undue delay and no later than 24 hours after becoming aware of the data breach, under the conditions of the Incident Management and Breach Notice described in the table below.
2. Proctorio shall make reasonable efforts to identify the cause of such breach and take those steps as Proctorio deems necessary and reasonable in order to remediate the cause of such breach to the extent the remediation is within Proctorio’s control.
3. If applicable laws require (i) notice to authorities and/or individuals and/or other entities, (iii) other remedial action; or if Client determines that notices or other remedial measures are warranted, then, at Client’s request, Proctorio shall undertake such remedial action as Client may reasonably direct (including, without limitation: improvements or adjustments to Proctorio’s information security measures; providing notice to affected individuals, consumer reporting agencies, public authorities, or other entities; providing credit monitoring services; and/or establishing a call center to respond to inquiries).

- **Ownership of data**

Institutions act as the owner of exam-related data.

- **Termination of services; what happens to the data?**

Proctorio will store and maintain institutional data for up to 30 days after the termination of an applicable agreement, unless otherwise specified. If, however, you have entered into a SaaS Agreement with Proctorio then we will retain your data for six months by active data retention



and for one year by cold storage. We may be able to retain your data for longer periods of time subject to an additional fee and agreement by you and Proctorio.

- **Restrictions on amount of data stored on the proposed solution**

There are no restrictions on the amount of data stored on Microsoft Azure servers.

6. Security -- Provide a detailed description of the following features:

- **Restrictions on number of users accessing the proposed solution**

Proctorio does not restrict the number of users who can access the solution, however all users must have the appropriate credentials to access the platform.

- **Student Privacy**

Maintaining test taker privacy is at the core of our product, not an afterthought. Proctorio does not collect biometric data and requires no additional personally identifiable information beyond what the LMS is already collecting.

- **Security-related policies and procedures to which the Offeror's employees are required to adhere**

Proctorio employees go through extensive criminal and background checks and ongoing training with our Proctorio Training Specialists. Additionally, Proctorio employees are required to work from secure networks while remote, and are required to adhere to strict security settings to access work devices.

- **Web usability and ADA compliant accessibility of the proposed solution**

Please refer to our above responses and VPATs 301, 508, and WCAG 2.1 which summarize our committed stance to conforming to web usability and ADA compliant accessibility standards.

- **Proctoring tools must be IMS Global Certified**

Yes, Proctorio is IMS Global Certified for LTI Proctoring Services v1.0. We were certified on 10/21/2020 and our registration number is IMSQ1po2020W1. Please note that Mike Olsen, Proctorio's CEO, wrote the IMS 1.3 proctoring spec, which now works with Proctorio. You can learn more [here](#).

C. Technical and Customer Support

- **How is training provided to LMS staff, distance education services staff, faculty and students? Are ongoing training resources such as user documentation, how-to videos,**

and step-by-step instructions readily available in formats that allow for easy dissemination on an institution's website, by email, or by hard copy?

PASSHE will be assigned two Partner Success Managers (PSMs) that will help to conduct a custom training program to fit your institution's needs. PSMs will work closely with PASSHE representatives to provide ongoing management and support for all users.

Proctorio's training sessions will include potential on-site visits, webinars, and use-case specific training. This ensures that every instructor or admin has the opportunity to use Proctorio immediately after implementation (which only takes 5-10 minutes!). A pilot phase may also be introduced, which allows PSMs to help faculty set up practice quizzes and learn best practices that ensure their students are equipped and ready to use Proctorio on actual exams.

Proctorio also recently launched Proctorio Academy, a step-by-step course on how to use Proctorio for instructors. It provides video tutorials, guides, demonstrations, and a discussion board for the Proctorio community to ask questions and correspond with other Proctorio users.

Lastly, the faculty will also have access to Proctorio's Help Center which contains over 150 high-quality instructional videos, step-by-step guides with screenshots and documentation – covering all components and features of Proctorio. All help center videos are available with human-generated subtitles/closed captioning.

- **Technical support for faculty, staff, and students**

Proctorio provides every institution access to 24/7/365 support through chat and email. Additionally, Proctorio offers a unique, proactive approach to technical support. When a student enters the pre-check process, if any issues occur preventing the student from entering the assessment, a Proctorio support representative will reach out to the student through our extension-delivered custom chat and support service. In nearly all cases, Proctorio is able to quickly diagnose and correct the issue. This allows Proctorio to efficiently and effectively support all of our students and instructors everyday.

- **Technologies required on devices being used by students (i.e., web cam, microphone, etc.)**

Webcams and microphones are only required if the exam administrator has enabled settings that use them. Otherwise, Proctorio requires nothing more than its minimum requirements. Please refer back to Table 1 for more information on minimum system requirements.

- **Support of devices, operating systems, and web browsers**

Proctorio supports a variety of modern devices and it can be used on desktops, laptops (including Chromebooks), or tablets (Android and Surface). Proctorio is compatible with Windows,



MacOS, Linux, and Chrome operating systems to ensure that every student has the ability to complete an exam.

Proctorio is entirely browser based and is compatible with popular web browsers including: Google Chrome, Microsoft Edge, Opera, and Brave. Firefox and Safari are on the near-term roadmap in the final stages of development.

- **Third-party integrations**

Proctorio offers API integrations with Top Hat, Cirrus, Derivita, ATI, and Questionmark. We also offer third-party deep integrations - in fact, Proctorio was exclusively selected by McGraw Hill Education to proctor all exams within Connect, a web-based assignment and assessment platform that helps connect students to their coursework.

Finally, Proctorio integrates with other LMS and platforms via our Verify Login feature which automatically populates a set password after security and Browser Locking Checks have started. The session, experience, and recording is identical to that of the LMS. Through this feature we currently proctor exams within Aleks, Knewton, Wiley, MyOpenMath, COSma Learning, and MyLabs.

- **Active Directory**

Proctorio supports the roles assigned within the existing LMS. Proctorio does not have the ability to support the credentials of existing roles outside of the LMS and within only the LDAP Active Directory Service.

- **Customer Support Operations (assistance for users with difficulties accessing or using the solution, account manager's role)**

Proctorio offers 24/7/365 support that is available to assist users with any technical difficulties and trouble accessing the solution. PASSHE will be assigned two Partner Success Managers, as well, who will also be able to provide support.

- **Available ordering methods – online ordering, order tracking, search options, order history**

Proctorio can be flexible on ordering methods. Upon finalizing and signing a Master Agreement with PASSHE, Proctorio will work with each individual institution to execute any supplemental paperwork and get an order form filled out. Based on the purchase order or order form, Proctorio will then invoice the institution for the products and quantities needed.

When it comes time to discuss renewal, each institution will communicate with their assigned Partner Success Managers to articulate their needs and determine next steps.

III.4. Reporting Needs



- **Provide a description and samples of available data reports. Do they include the length of exams, number of exams, list of students registered? Are customized reports available?**

Please refer to our separately attached Quarterly Business Review deck template to understand what our data reports look like. Suspicion reports are available to instructors and administrators within the Proctorio Gradebook, which can be accessed right within the Learning Management System. These reports provide all exam data and information, including audio, video and screen recordings, ID Verification photos, and any suspicious activity from the student during their exam attempt. Reports will be customized according to the settings that were enabled on the exam.

Additionally, Proctorio provides designated institution personnel access to an Administrative Dashboard, providing high-level reporting on exams, users, and exam attempts, among other metrics, all of which is exportable to a CSV file. The Administrative Dashboard also allows the control of which settings are available and/or required for a particular institution or sub-domain, as well as the ability to globally lock how Proctorio’s machine learning algorithms are evaluating test taker behavior. Administrators also have the ability to pull anonymous activity information at the course and candidate level, which can be filtered by date range, and then exported (see Figure 11).

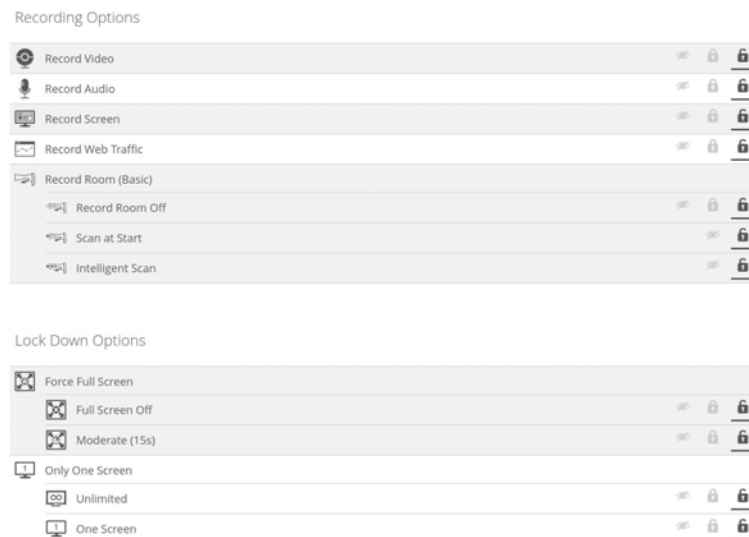


Figure 11 - Admin Dashboard

D. Value-Added Services

Describe in detail any value-added services that the Supplier can provide. This includes but is not limited to competitive advantages, efficiencies, and optional services distinct from the main technical requirements.



Why Proctorio?


- *Preserving Quality of Online Degrees* - Proctorio was created to preserve the quality of education whether it is earned online or campus.
 - *Remote accessibility* - Proctorio can be accessed wherever there's internet connection and a browser extension can be downloaded.
 - *Limitless scalability* - Our Automated Proctoring is limitlessly scalable and can serve massive amounts of concurrent users simultaneously. We use predictive scaling to create new servers in real time as needed.
 - *Seamless integration* - We employ seamless LTI integration into most LMS which means test takers don't need to enter any additional personally identifiable information than what is already required by their LMS.
 - *Zero-Knowledge encryption*
-
- *Exam scheduling is never required* - exam administrators simply set up a designated testing window that allows test takers to take their exams from anywhere at any time.
 - *Customizable settings* - we provide exam administrators with a wide range of settings/tools that they get to choose from. They build a testing experience that makes their test takers feel comfortable and secure.
 - *Instant exam results* - we provide exam results and recordings instantly upon exam submission within the Proctorio Gradebook (located within the LMS).
 - *24/7/365 support* - exam administrators and test takers have access to live chat, email, and social media support 24/7/365.
- 

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES MO Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES MO Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Proctor.io Incorporated

Address, City, State, and Zip Code: 6840 E Indian School Rd Scottsdale, AZ 85251

Phone Number: _____ Fax Number: N/A

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: 10/26/2020

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Proctor.io Incorporated

Street: 6840 E Indian School Rd

City, State, Zip Code: Scottsdale, AZ 85251

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are _____ of my knowledge and belief.

10/26/2020

Date

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Proctor.io Incorporated

Street: 6840 E Indian School Rd

City, State, Zip Code: Scottsdale, AZ 85251

State of Arizona

County of Maricopa

I, _____ of the Mesa
Name City

in the County of Maricopa, State of Arizona
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of Proctor.io Incorporated
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Proctor.io Incorporated
Company Name

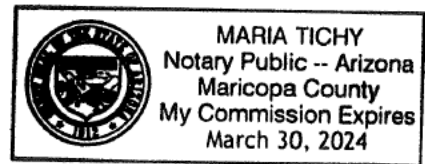
Authorized Signature & Title

Subscribed and sworn before me

this 23 day of Oct, 2020

Maria Tichy
Notary Public of AZ

My commission expires 03/30/2024 20 MTT



SEAL

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Proctor.io Incorporated
Street: 6840 E Indian School Rd
City, State, Zip Code: Scottsdale, AZ 85251

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report ✓

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein are complete and correct to the best of my knowledge and belief.

Date

Author

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Proctor.io Incorporated		
Address:	6840 E Indian School Rd		
City:	Scottsdale	State: AZ	Zip: 85251

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions

Signature	Printed Name	Title
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Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.


Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 23 day of Oct. 2020.

(Notary Public) Maria Tichy (Affiant) _____

My Commission expires: 03/30/2024



MARIA TICHY
Notary Public -- Arizona
Maricopa County
My Commission Expires
March 30, 2024

MISSA DeWees Chief Executive Assistant to the CEO
(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: RFP #2020-COOP-LAV-45 Bidder/Offeror: Proctor.io Incorporated

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any c _____ ation void and unenforceable.

Full Name (Print): _____ Signature: _____
Title: _____ Date: 10/26/2020

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY
PROCTOR.IO INCORPORATED
0450486838

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 05/04/2020 and was assigned identification number 0450486838. Following are the articles that constitute its original certificate.

- 1. Name:**
PROCTOR.IO INCORPORATED
- 2. Registered Agent:**
THE CORPORATION TRUST COMPANY
- 3. Registered Office:**
820 BEAR TAVERN ROAD
WEST TRENTON, NEW JERSEY 08628
- 4. Business Purpose:**
AUTOMATED ONLINE PROCTORING SERVICE +
- 5. Incorporated Under the Laws of:**
DELAWARE ON 04/29/2013
- 6. Effective Date of this filing is:**
05/04/2020
- 7. Main Business Address:**
6840 E INDIAN SCHOOL RD
SCOTTSDALE, ARIZONA 85251

Signatures:

MICHAEL OLSEN
CEO



Certificate Number : 4101688834

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
4th day of May, 2020*

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY
PROCTOR.IO INCORPORATED
0450486838

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PROCTOR.IO INCORPORATED" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF MAY, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.




Jeffrey W. Bullock, Secretary of State

5326640 8300

SR# 20203394536

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202869925

Date: 05-04-20



Notice of RFP Addendum

October 16, 2020
 Online Proctoring Solutions
 RFP #2020-COOP-LAV-45
 Addendum #1

QUESTIONS/ANSWERS

#	Question	Answer
1	Is the respondent to be directly involved in the proctoring itself rather than simply providing the platform / technology for the proctoring?	The RFP requests proposals for both Live Online and Automated Proctoring Services.
2	Can companies from Outside USA can apply for this? (like, from India or Canada)	Yes.
3	Do we need to come over there for meetings?	No.
4	Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	Yes.
5	Can we submit the proposals via email?	Emailed proposals will not be accepted. Please see Section I.5.1. of the RFP. Proposals must be submitted online via the State System's eProcurement Exchange.
6	Is it a requirement that vendors submitting a proposal agree to Administration Agreement with OMNIA Partners? If not, how does the respondent indicate they are opting-out?	Yes, it is a requirement of the RFP that Offerors agree to execute an Administrative Agreement with OMNIA Partners. If an Offeror cannot agree with this requirement, they should not submit a proposal.

7	Is it necessary to agree to, and comment on, both the OMNIA contract, as well as PASSHE State contract BB-3.1?	Exceptions to contract terms may be submitted, however, they may not necessarily be accepted.
8	Could an existing signed contract with PASSHE based on PASSHE State contract SPC-1.2 be used instead of all other contracts as a basis of contract under this RFP?	No.
9	Along those lines, we are wondering why PASSHE State contract BB-3.1 was included as a basis of contract in this RFP, instead of PASSHE State contract SPC-1.2?	Contract BB-3.1 allows more flexibility under this solicitation.
10	If the OMNIA contract is a mandatory requirement, does it allow us to include our own standard terms and conditions of purchase that would apply as between the purchasing entity and ourselves?	Please refer to the RFP, Section II.2.E. and Section IV.2.G. Offerors should be familiar with the terms of the OMNIA Partners Appendix C documents, specifically Exhibit A.
11	Can you please explain the contractual structure under this RFP? Would the OMNIA contract prevail if there's a conflict? Or would the State contract prevail? Would there be any other terms that we could include, and where would these rank in order of precedence?	The State System's contract will be the governing contract and will take precedence over any Offeror's terms. Per Section IV.5 of the RFP, submit any user agreements, license agreements, etc. under Folder #3 at the eProcurement Exchange.
12	Will the PASSHE System allow each of the 14 universities to implement their preferred proctoring solution, or will all 14 universities be required to use a specific solution as a result of this RFP?	Each university may select a preferred proctoring solution from one of the selected Offerors awarded a contract from this solicitation.
13	Can you provide a list of the LMS systems used among the 14 universities?	All 14 universities use Brightspace by D2L.
14	Can you provide a list of any or all 3rd party testing platforms used among the 14 universities?	This information is not available.
15	Will payment of proctoring fees be paid by the PASSHE system, each school, or the students?	Payment will be made by each university.
16	Can you provide a break-down of the use of live online proctoring compared to automated proctoring or record and review proctoring in terms of an annual percentage or actual numbers?	This information is not available.
17	Will the evaluation team be comprised of university personnel or all PASSHE System personnel?	The evaluation team is comprised of both university and Office of the Chancellor personnel.

18	Do you prefer a product that doesn't require proctor remote access to students' computers?	No preference.
19	For the Evaluation Criteria (V.2) A-F, have you assigned a percentage of the total score for scoring Technical Criteria? Technical is weighted 67% of the total score (33% to cost). However, is there a weighting for A-F in the evaluation criteria?	No additional weighting will be used.
20	Could Word versions be provided of the Commonwealth of Pennsylvania Standard Contract (PASSHE-BB-3.1) and the OMNIA Partners contract (Appendix C; Exhibit A, B, and C – OMNIA Partners Natl Contract) to provide responses and redline exceptions (if any)?	Word versions of the contracts have been made available at the Documents Tab at the eProcurement Exchange.
21	Will each individual school contract for services directly with the vendor via the PASSHE agreement or will PASSHE be executing 1 agreement and order form for the system of schools to utilize?	One Master Outline Agreement will be issued to each awarded Offeror. Universities will issue individual purchase orders for services against the Master Outline Agreement.
22	Appendix A Data Security Addendum - Is this a contract addendum that should be reviewed by all prospective vendors and exceptions, if any, submitted with proposal?	Yes.
23	What Higher Education institutions are served by Omnia partners currently and would be able to buy off of this contract? Can Omnia Partners provide a list of institutions that it currently serves in Higher Education?	Over 60,000 public agencies have accessed a contract in the OMNIA Partners' portfolio in the last 12 months. This includes, states, cities, counties, k-12 school districts, colleges and universities. A list of all participants will be provided to the awarded supplier(s).
24	Would PASSHE/OMNIA also consider a hybrid live/automated service option where a live proctor is engaged when our Automated AI detects suspicious activity?	Yes.

<p>25</p>	<p>We recognize that this is a state-wide RFP and as such an accurate answer to this question may be challenging. However, an estimate is appropriate and is useful to us in understanding current proctoring practices at the institutions.</p> <p>Would you please estimate the number of exams proctored annually for each of the proctoring modalities below? Or, you may state an estimate of the total number of exams annually proctored and estimate the percentage proctored by each modality. Thank you.</p> <p>MODALITY:</p> <p>Live, online proctoring Automated virtual proctoring Record & Review virtual proctoring Testing Center at your school Testing Center at another educational institution Professional testing center (i.e. PearsonVUE, Prometric) Approved proctoring professional (i.e. Human Resources Director at a Corporation) Instructor-as-Proctor Other</p>	<p>Volume estimates are not available.</p>
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Notice of RFP Addendum

Date: **October 20, 2020**
Solicitation Name: **Online Proctoring Solutions**
Solicitation Number: **RFP #2020-COOP-LAV-45**
Subject: **Addendum #2**

To All Offerors:

Section III.3.B. of the above referenced RFP is being amended as follows:

The requirement that the Proctoring Solution **must be** IMS Global Certified has been deleted.

Software/Hardware

Proposals should specify all software and hardware requirements such as computing graphics, RAM, and storage capacity. The Proctoring Solution must be compatible with all current operating systems and must be entirely browser-based and support all current versions of popular browsers (i.e., Firefox, Chrome, and Safari). The Proctoring Solution must have been implemented in a higher education environment for more than two years, and must provide a smooth workflow process for administration, faculty and students. It must be customizable with university logos. ~~The Proctoring Solution must be IMS Global Certified.~~

No other changes are being made to the RFP. Proposals must be received by the Issuing Office (via the State System's [eProcurement Exchange](#)) on or before October 26, 2020; 2:00 P.M. EDT.



October 26, 2020

Pennsylvania's State System of Higher Education

Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110

Dear Ms. Linda Venneri:

For over seven years, Proctorio has been providing online proctoring services as its primary line of business to colleges and universities across the globe. Proctorio's reach now covers over 1,000 partners, with 25 million exams proctored in all but four countries around the world. Proctorio's clients include some of the largest and most prestigious colleges and university systems, including several in Pennsylvania.

Proctorio's Learning Integrity Platform combines industry-best reliance on scalable technology to provide Identity Verification Services, Lock Down Settings, and Automated and Live Proctoring Services, all within the existing Learning Management System or assessment platform. Whether Live or Automated, students never schedule exams, and the results are always immediately available within the Proctorio Gradebook. Within our industry, Proctorio is the only remote proctoring vendor capable of on-demand proctored assessments with unlimited scalability, while protecting your institution's data with advanced Zero-Knowledge encryption.

As the leader in the online proctoring space, we look forward to working with Pennsylvania's State of Higher Education and OMNIA Partners in the near future.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mike Olsen", is positioned above the typed name.

Mike Olsen
Founder & CEO
Proctorio, Inc.

October 26, 2020

Pennsylvania's State System of Higher Education

Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110

Dear Ms. Linda Venneri:

Below you will find a Table of Contents outlining all of Proctorio's attachments:

Proctorio Technical Proposal RFP #2020-COOP-LAV-45

- Cover Letter
- Table of Contents
- Written Responses
 - Section IV: Information Required from Suppliers
 - A. General
 - B. Qualifications and Experience
 - 1. Company
 - 2. Experience
 - 3. References
 - 3.2 Distribution, Logistics
 - 3.3 Marketing and Sales
 - C / III.3. Technical Requirements
 - A. Monitoring Process
 - B. Software / Hardware
 - C. Technical and Customer Support
 - III.4 Reporting Needs
 - D. Value-Added Services
- Federal Funds Certifications
- Ownership Disclosure Form
- Non-Collusion Affidavit
- Affirmative Action Affidavit
- Political Contribution Disclosure Form
- Stockholder Disclosure Certification
- Certification of Non-Involvement in Prohibited Activities in Iran
- New Jersey Business Registration Certificate
- Addendums 1 and 2

Proctorio Cost Proposal RFP #2020-COOP-LAV-45

- Cost Proposal Form

Proctorio Supplemental Documents RFP #2020-COOP-LAV-45

- Cover Letter
- Table of Contents
- Cost Narrative
- Standard Blueback Contract Redlines
- Appendix C (Exhibit B) Redlines
- Letter of Recommendation #1:
- Letter of Recommendation #2:
- Letter of Recommendation #3:
- Financial Letter
- 2020 Financial Reports
- W-9
- Diversity Letter
- Subcontractor Letter
- Business Continuity Plan
- Quarterly Business Review Deck Template
- Network Diagram
- White Oak Letter
- Detectify Vulnerability Report
- Deque Accessibility Letter
- Voluntary Product Accessibility Template (VPAT) 301
- Voluntary Product Accessibility Template (VPAT) 508
- Voluntary Product Accessibility Template (VPAT) WCAG 2.1



Cost Proposal Narrative

Proctoring Solutions: Live Online and Automated
RFP #2020-COOP-LAV-45

Proctor.io Inc.
6840 E Indian School Road
Scottsdale, Arizona 85251

The information contained in this document may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this document is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this document, or any of its contents, is strictly prohibited. If you have received this document in error, please destroy all copies.

Automated Proctoring - Per User

For Proctorio’s Automated Proctoring, we propose a tiered cost per user per year which includes unlimited assessments for the student (user) across all courses within the LMS. Proctorio clients receive onboarding, implementation, proactive 24/7/365 support, and immediate proctoring results. This single cost per user pricing format includes unlimited Automated Proctoring, Lock Down, and ID Verification options.

The _____ per year has been discounted down from _____ per user per year.

Automated Secure Exam Proctor (Standard)	_____ per user per year
The Pennsylvania State System of Higher Education (Discounted)	_____ per user per year (Tier 1: 1 - 4,999) _____ per user per year (Tier 2: 5,000 - 9,999) _____ per user per year (Tier 3: 10,000+)

Live ID Verification - Per User

For Proctorio’s Live ID (Human) Verification, we propose an additional _____ per user per year. Unlike other proctoring solutions, Proctorio’s Live ID Verification acts as a gatekeeper and is completed prior to the beginning of the exam. This helps to ensure the student taking the exam is the person they claim to be and will prevent access to the exam material if they do not pass the ID Verification. A Proctorio representative will compare the student’s name and visage in the LMS to the scanned photo ID of the student—in real time—for up-front verification of the student’s identity.

The Pennsylvania State System of Higher Education Pricing	_____ per user per year (Tier 1: 1 - 4,999) _____ per user per year (Tier 2: 5,000 - 9,999) _____ per user per year (Tier 3: 10,000+)
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Automated Proctoring - Per Exam

Proctorio proposes a price of _____ per exam which includes onboarding and implementation, proactive 24/7/365 support, and immediate proctoring results. Note that there are no time limits, no-show fees, rescheduling fees, or wait times for using Proctorio’s proctoring options. The transactional model also includes Lock Down and ID Verification options.

<p>The Pennsylvania State System of Higher Education Pricing</p>	<p>per user per exam (Tier 1: 1 - 4,999) per user per exam (Tier 2: 5,000 - 9,999) per user per exam (Tier 3: 10,000+)</p>
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Live ID Verification - Per Exam

For Proctorio’s Live ID (Human) Verification, we propose an additional _____ per exam. Unlike other proctoring solutions, Proctorio’s Live ID Verification acts as a gatekeeper and is completed prior to the beginning of the exam. This helps to ensure the student taking the exam is the person they claim to be and will prevent access to the exam material if they do not pass the ID Verification. A Proctorio representative will compare the student’s name and visage in the LMS to the scanned photo ID of the student –in real time– for up-front verification of the student’s identity.

<p>The Pennsylvania State System of Higher Education Pricing</p>	<p>per user per exam (Tier 1: 1 - 4,999) per user per exam (Tier 2: 5,000 - 9,999) per user per exam (Tier 3: 10,000+)</p>
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Proposed Pricing Format - Lock Down Settings Only

Proctorio proposes a price of _____ per exam, per student which includes onboarding and implementation, as well as proactive 24/7/365 support. Note that there are no time limits, no-show fees, rescheduling fees, or wait times for using Proctorio’s Lock Down options. The Lock Down-only settings do not include any Recording or Verification Settings.

<p>The Pennsylvania State System of Higher Education Pricing</p>	<p>per user per exam</p>
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Proposed Pricing Format - Per Exam: Unscheduled Live

For Proctorio’s Unscheduled Live Proctoring, we propose an additional _____ per exam. Proctorio never charges for individual cost elements such as underlying hourly rates and estimated hours, one-time fees, or recurring fees. Note that there are no time limits, no-show fees, rescheduling fees, or wait times for using Proctorio’s Live Proctoring. Students never have to schedule a Live Exam with Proctorio and can take unlimited retest attempts for the same exam. This is a continuously monitored Live Exam and this cost includes onboarding and implementation, proactive 24/7/365 support, and immediate proctoring results.

**The Pennsylvania State System of
Higher Education**
Pricing

per user per exam

Additional Pricing Information

Proctorio does not provide a “per instructor” model—instructors, TAs, and administrators are included at no additional cost.

Integration Services and Additional Costs

Proctorio never charges for set-up fees, additional training, support fees, or implementation. All newly-developed features and enhancements to this package will be available for PASSHE members at no additional cost. Note that there are no time limits, no-show fees, rescheduling fees, or wait times for using Proctorio’s proctoring services.



**COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION**

CONTRACT FOR

[Insert Type of Services]

WITH

[Insert Contractor's Name]

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**COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION
CONTRACT FOR**

(3 to 10 word statement of nature of the Contract)

THIS AGREEMENT, made and entered into between _____ University of Pennsylvania of the State System of Higher Education (*address*), an agency of the Commonwealth of Pennsylvania (hereinafter “University” or the “Commonwealth”),

and

(Contractor’s full name which must be in its legally recognized form, i.e., corporate registration, full legal name if an individual and must be the same throughout this Contract. Deviations must be satisfactorily explained, except that the Contractor may be referred to as “Contractor” within this document from this point forward) at (*address*) acting through its proper officials, (hereinafter referred to as “Contractor”) (Federal I.D. # _____ or if an individual, Social Security Number).

Both the University and Contractor, when used together, are hereinafter referred to as “Parties.” The University is an instrumentality of the Commonwealth of Pennsylvania, established by and existing pursuant to Article XX-A of the Public School Code of 1949, as amended, 24 P.S. § 20-2001-A, et seq., and is authorized thereby to enter into this Contract.

The University desires to obtain (Short description of the goods and/or services to be provided) from the Contractor.

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

1. TERM OF CONTRACT.

a. The term of this Contract shall commence on the Effective Date (as defined below) and shall end on ___ (the “Expiration Date”), subject to the other provisions of this Contract.

b. The Effective Date shall be: a) the date this Contract has been fully executed by the Contractor and by the University and all approvals required by University contracting procedures have been obtained; or b) the date referenced in this Contract, whichever is later.

c. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the University shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No University employee has the authority to verbally direct the commencement of any work under this Contract.

d. The University reserves the right, upon notice to the Contractor, to extend the term of this Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary to enter into a new contract.

e. This Contract may be renewed for an additional [X amount of] years in any combination designated by the University. Any renewal would be by mutual written consent of both parties prior to Expiration Date of the initial term. The potential contract period, including any renewals, may not exceed a period of five (5) years.

2. DEFINITIONS. As used in this Contract, these words shall have the following meanings:

a. **Contracting Officer:** The person authorized to administer this Contract for the University and to make written determinations with respect to this Contract.

b. **Days:** Unless specifically indicated otherwise, days mean calendar days.

c. **Developed Works or Developed Materials:** All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

d. **Services:** All Contractor activity necessary to satisfy this Contract.

3. CONTRACTOR DUTIES. The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties:

[Insert statement of work and specific functions/duties to be performed]

4. PURCHASE ORDERS.

a. In instances where this Contract contains a not to exceed value for goods or services at established prices or where this Contract states there is no guarantee of work being awarded under this Contract, the University may issue Purchase Orders against this Contract when it seeks to have the Contractor provide goods or perform services under this Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the Expiration Date of this Contract are acceptable and must be performed in accordance with this Contract. Contractors are not permitted to accept Purchase Orders that require performance extended beyond those performance time periods specified in this Contract unless specifically authorized by the Contracting Officer, but in any event, no longer than ninety (90) days after the Expiration Date of this Contract period. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in this Contract.

b. Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

c. Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any Purchase Order issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the University, unless and until the University transmitting the Purchase Order has properly received an acknowledgement.

d. The parties agree that no writing shall be required in order to make the Purchase Order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement was not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

5. COST.

a. It is understood that the cost of this Contract to the University shall not exceed _____.

b. The University qualifies for governmental discounts and educational discounts. Unit prices shall reflect these discounts. Contractor warrants that the terms, conditions and price(s) for the goods or services sold to the University hereunder are not less favorable to the University than those extended to any other comparable agencies, institutions, universities, teaching hospitals, colleges, or community colleges (“similar parties”) for the same or similar goods or services in similar quantities or scope of work. In the event Contractor reduces its prices or provides more favorable terms and conditions to the public or to similar parties for such goods or services during the term of this Contract, the ~~Parties will mutually agree in writing on pricing adjustments, which adjustments will be made only on a going forward basis Contractor agrees to reduce the price(s) charged under this Contract effective as of the date of such price reduction and offer the more favorable terms and conditions as of the date of such offer.~~ For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such period shall be the later date of the properly executed invoice or the date of completion of services or delivery of product. Contractor warrants that prices on this Contract shall be complete, and no additional charges of any type shall be added without the University’s express written consent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.

c. The University reserves the right to purchase goods and services covered under this Contract through a separate procurement procedure, whenever the University deems it to be in its best interest.

6. COOPERATIVE PURCHASING/PIGGYBACKING. The goods or services described within this Contract provided by the Contractor to the University may also be procured by any other university that is part of the Pennsylvania State System of Higher Education, including the Dixon University Center (Office of the Chancellor), subject to all other applicable procurement requirements. The Contractor agrees to supply the goods or services described within this Contract or competitively solicited as part of the award of this Contract on the same or more favorable terms and conditions. To the extent that other universities may procure goods or services, those individual universities will enter into a separate contract with the Contractor and assume all liability for payment to the Contractor.

7. DELIVERY. (N/A)

~~a. **COMPLIANCE WITH DELIVERY SCHEDULE:** Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date. Following the Effective Date of this Contract, if it is found the goods or services cannot be delivered within the time specified in this Contract, the Contractor must provide written notice thereof immediately to the University, including the reason(s) for the delay along with the anticipated date of delivery. Any notice to the University as to possible delay shall not constitute a waiver of the University's rights under this Contract, nor shall such actions affect the responsibility of the Contractor to deliver goods or perform services in accordance with the delivery schedule prescribed by this Contract.~~

~~b. **SUPPLIES DELIVERY:** All item(s) shall be delivered duty paid (DDP) to the location specified. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the University. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations.~~

~~c. **DELIVERY OF SERVICES:** The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel and in accordance with any completion criteria set forth in this Contract.~~

8. INSPECTION AND REJECTION. (N/A)

~~a. The University reserves the right to require any and all Contractors to: (i) provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the University; (ii) supply published manufacturer product documentation; (iii) permit a University representative to witness testing at the Contractor's location or at an independent laboratory; (iv) complete a survey/questionnaire relating to the bid requirements and specifications; (v) provide customer references; and (vi) provide a product demonstration at a location near the University.~~

~~b. No item(s) or services received by the University shall be deemed accepted until the University has had a reasonable opportunity to make an inspection. Any item(s) that is discovered to be defective or fail(s) to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. The decision of the Contracting Officer shall be final. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the University within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the University shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale that represents the University's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately render service(s) or replace all such rejected item(s) provided with others conforming to the specifications and that are not defective. If the Contractor fails, neglects or refuses to do so, the University shall then have the right to procure a corresponding quantity of such item(s) or service(s) and deduct from any monies due or that may thereafter become due to the Contractor the difference between the price stated in this Contract and the cost thereof to the University.~~

~~c. The University shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean up. If the Contractor fails or refuses to remove the rejected material as demanded by the University, the University may seek payment from, or set off from any payments due to the Contractor under this or~~

~~any other Contract with the Commonwealth of Pennsylvania, the costs of removal and clean up. This is in addition to all other rights to recover costs incurred by the University.~~

9. CHANGES. The University reserves the right to make changes at any time during the term of this Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in this Contract and actual quantities necessary to meet the requirements of the University; 2) to make non-material changes to the services within the scope of this Contract to meet the needs of the University except in no event shall the cost of any goods or services ordered exceed any stated not to exceed amount for this Contract; 3) to notify the Contractor that the University is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of this Contract to extend the completion date beyond the Expiration Date of this Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the notification of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate this Contract, nor, if performance security is being furnished in conjunction with this Contract, release the security obligation. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the section entitled CONTRACT CONTROVERSIES.

10. OTHER CONTRACTORS. The University may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and University employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by University employees. The requirements set forth in this section shall be included in the contracts of all contractors with which this Contractor will be required to cooperate. The University shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

11. ASSIGNABILITY AND SUBCONTRACTING.

a. Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under this Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of Contractor, or the sale of all or substantially all of Contractor's assets, or any similar company sale event whether by merger, reorganization, sale, or otherwise a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal tax identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

12. COMPENSATION/INVOICES.

a. The Contractor shall be required to perform at the price(s) quoted in this Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the University. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in this Contract.

b. The Contractor shall send an itemized invoice to the address referenced on this Contract promptly after items are satisfactorily delivered. The invoice should include only amounts due under this Contract. This Contract number must be included on all invoices. ~~In addition, the University shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates, and the purchase order or task order to which it refers.~~

c. Contractor may not impose a surcharge or demurrage for any reason, unless authorized by the University in writing. Surcharges/demurrage charges not approved in writing shall not be paid if invoiced, and the University shall not be liable for or penalized in any way for lack of payment.

d. Each invoice shall be itemized with detail deemed adequate by the University or it will be returned as improper and the time for processing a payment will be suspended until the University receives a correct invoice. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, this Contract, updated price lists or any discounts negotiated by the University.

e. ~~The University shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the Purchase Order to which it refers.~~

13. PAYMENT.

a. The University shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of this Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in this Contract (a "proper" invoice is not received until the University accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in this Contract. If any payment is not made within fifteen (15) days after the required payment date, the University may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The University reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post-payment testing or inspection discloses a defect or a failure to meet specifications.

b. The University shall have the option of using the University purchasing card to make purchases under this Contract or a Purchase Order. The University's purchasing card is similar to a credit card in that there will be a small fee that the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the University. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the University allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of this Contract or a Purchase Order.

c. The University may make contract payments through Automated Clearing House (ACH). Within 10 days of award of this Contract or a Purchase Order, the Contractor must submit or must have already submitted their ACH information to the University. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the University's ACH remittance advice to enable the Contractor to properly apply the University's payment to the invoice submitted. It is the responsibility of the Contractor to ensure that the ACH information provided to the University is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

14. TAXES. The University is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles and sports fishing equipment. The University is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees that are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

15. INSURANCE. Unless otherwise agreed to in writing by the parties, Contractor shall procure and maintain during the term of this Contract, at its own expense, the following insurance coverage:

a. Worker's compensation insurance as required by Pennsylvania law for all employees engaged in work.

b. Commercial general liability insurance including coverage against any claims(s) that might occur in carryout out this Contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.

c. Automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damages per accident.

d. The University reserves the right to require higher or lower limits where warranted.

e. Upon request by the University, the Contractor is required to provide a Certificate of Insurance from a company licensed to do business in the Commonwealth of Pennsylvania, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60-day cancellation notice is desired.

16. CONTRACTOR REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. **WARRANTY:** The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and comply with all applicable safety requirements under applicable law, including OSHA Standards. ~~Unless otherwise stated in this Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the University. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the University.~~

b. **PATENT, COPYRIGHT AND TRADEMARK INDEMNITY:** The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract that is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the University under this Contract. The Contractor shall defend any suit or proceeding brought against the University on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that the University shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the University may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the University at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the University harmless from all damages, costs, and expenses, including attorney's fees that the University may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software that is obtained contemporaneously with the infringing product, ~~or, at the option of the University, only those items of equipment or software that are held to be infringing, and to pay the University: 1) any amounts paid by the University towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the University for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for.~~ This provision shall not apply if the alleged infringement arises from any modification or tampering of the infringing products by the University or its employees. The obligations of the Contractor under this section continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

17. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to terminate this Contract without liability or in its discretion to deduct from this Contract price or consideration, or

otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

18. OWNERSHIP RIGHTS. The University shall have a non-exclusive, non-transferable right and license to use Contractor's Application Service and Documentation (as defined in Contractor's terms and conditions available at Proctorio.com/terms). The University has unrestricted authority to reproduce, distribute, and use any Customer Content (as defined in Contractor's terms and conditions), granting Contractor a non-exclusive, worldwide right and license to use, copy, manipulate and render Customer Content through the Application Service.~~submitted report, data or material, and any software or modifications and any Developed Works and Developed Materials as part of the performance of this Contract, which may include written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine readable storage media.~~

19. ASSIGNMENT OF ANTITRUST CLAIMS. The Contractor and the University recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the University. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the University all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services that are the subject of this Contract.

20. LIMITATION OF ~~UNIVERSITY~~ LIABILITY. IN NO EVENT SHALL EITHER PARTY~~THE UNIVERSITY~~ BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR OTHER DAMAGES ARISING OUT OF THIS CONTRACT. EITHER PARTY'S~~THE UNIVERSITY'S~~ TOTAL OBLIGATION UNDER THIS CONTRACT SHALL NOT EXCEED THE COST FOR ALL GOODS AND SERVICES UNDER THIS CONTRACT WITHOUT REGARD TO THE THEORY OF RECOVERY OR THE NATURE OF THE CAUSE OF ACTION. THIS PROVISION SHALL NOT BE CONSTRUED TO LIMIT THE SOVEREIGN IMMUNITY OF THE COMMONWEALTH OR OF THE STATE SYSTEM OF HIGHER EDUCATION OR THE UNIVERSITY.

21. HOLD HARMLESS. The Contractor shall hold the University harmless from and indemnify the University, the State System of Higher Education and the Commonwealth of Pennsylvania against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the University gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the University in actions brought against the University. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the University will cooperate with all reasonable requests of Contractor made in the defense of such suits. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The University may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

22. COMPLIANCE WITH LAW. The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract. More specifically:

a. ENVIRONMENTAL LAWS AND REGULATIONS: In the performance of this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

b. POST-CONSUMER RECYCLED CONTENT: Except as specifically waived by the University in writing, any supplies that are provided to the University as a part of the performance of this Contract must meet the minimum percentage levels for total recycled content and post-consumer recycled content or are otherwise environmentally preferable as certified under a third party independently verified life cycle analysis conforming to the ISO 14040 series of standards or as specified in the guidelines or in the Department of General Services (DGS) specifications (available on the DGS website at www.dgs.state.pa.us), whichever reflects the higher level of post-consumer recycled content on the date of submission of the bid, proposal or contract offer.

c. RECYCLED CONTENT ENFORCEMENT: The Contractor may be required, after delivery of the Contract item(s), to provide the University with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

d. HAZARDOUS SUBSTANCES. The Contractor shall provide information to the University about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq., as well as all applicable federal law, which includes providing a copy of any Material Safety Data Sheet for each order of a hazardous chemical, as defined under 29 CFR 1910.1200.

e. EXPORT CONTROL LAW COMPLIANCE. To the extent Contractor is providing devices/technology or data under this Contract, Contractor acknowledges that a foreign national(s) may use the device/technology/and or data at the University. Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Contract. In the absence of available license exemptions/exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to University any hardware, technical data, software or product utilizing any such data which is subject to export controls under federal law, Contractor shall notify the University in writing of the nature and extent of the export control. The University shall have the right to decline any such technical data or product utilizing such data. In the event Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Contract.

23. DEFAULT.

a. The University may, subject to the provisions of the section entitled FORCE MAJEURE and in addition to its other rights under this Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the section entitled TERMINATION) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to ~~provide services begin work~~ within the time specified in this Contract Order or a Purchase Order or as otherwise specified;
- 2) ~~Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the terms of this Contract or a Purchase Order;~~
- 3) ~~Unsatisfactory performance of the work;~~

- 4) Failure to deliver awarded item(s) within the time specified in this Contract or a Purchase Order or as otherwise specified;
- 5) ~~Improper or untimely delivery;~~
- 6) Failure to provide an item(s) that is in conformance with the specifications referenced in this Contract or a Purchase Order;
- 7) ~~Delivery of a defective item;~~
- 8) ~~Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;~~
- 9) ~~Discontinuance of work without approval;~~
- 10) ~~Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;~~
- 11) Insolvency, bankruptcy or placed into receivership;
- 12) Assignment made for the benefit of creditors;
- 13) ~~Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made of any amounts due for materials furnished, labor supplied or performed, equipment rentals, or for utility services rendered;~~
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of this Contract;
- 16) Failure to comply with representations made in the Contractor's bid, proposal or contract offer; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the University terminates this Contract or any Purchase Order in whole or in part as provided in subparagraph a. above, the University may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the University for any reasonable excess costs for such similar or identical items included within the terminated part of this Contract or a Purchase Order.

~~c. If this Contract or a Purchase Order is terminated as provided in subparagraph a. above, the University, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the University in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract or a Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the University shall be at the price set forth in this Contract. Except as provided below, payment for partially completed items including, where applicable, reports and working papers delivered to and accepted by the University shall be in an amount agreed upon by the Contractor and Contracting Officer. The University may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the University against loss.~~

d. The rights and remedies of the University provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The University's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the University of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the section entitled CONTRACT CONTROVERSIES of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth of Pennsylvania Board of Claims.

24. TERMINATION. The University has the right to terminate this Contract (including any Purchase Order issued under this Contract) for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The University shall have the right to terminate this Contract for its convenience without penalty or recourse if the University determines termination to be in its best interest. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination and this shall be the Contractor's sole remedy against the University in the event of termination under this provision. In no event shall the Contractor be entitled to recover loss of profits, loss of use of money, or administrative or overhead costs.

b. **NON-APPROPRIATION:** The University's obligation to make payments during any University fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds by a granting agency, the Commonwealth or a governing body. When funds are not appropriated or otherwise made available to support continued performance in a subsequent fiscal year period, the University shall have the right to terminate this Contract. The Contractor shall be paid for work satisfactorily completed prior to the notice of non-appropriation. The Contractor may be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations made available for that purpose.

c. **TERMINATION FOR CAUSE:** The University shall have the right to terminate this Contract for Contractor default under the section entitled DEFAULT, upon written notice to the Contractor. The University shall also have the right, upon written notice to the Contractor, to terminate this Contract for other cause as specified in the Contract or by law. If it is later determined that the University erred in terminating this Contract for cause, then, at the University's discretion, this Contract shall be deemed to have been terminated for convenience under subparagraph a. above.

25. CONTRACT CONTROVERSIES.

a. In the event of a controversy or claim arising from this Contract, the Contractor must, within six (6) months after the cause of action occurs, file a written claim with the Contracting Officer for a determination, stating all grounds upon which the Contractor asserts a controversy or claim. The written claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth of Pennsylvania's Office of General Counsel Mediation Program.

b. If the Contractor or the Contracting Officer requests mediation and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful.

c. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.

d. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims which retains exclusive jurisdiction. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Contract in a manner consistent with the determination of the Contracting Officer and the University shall compensate the Contractor pursuant to the terms of this Contract.

26. FORCE MAJEURE.

a. Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by an event or circumstance beyond its control, regardless of whether it was foreseeable, that was not caused by the party who is unable to perform (the "nonperforming party") provided the nonperforming party complies with the provisions of this section. Causes and circumstances beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade or other labor disputes affecting either party, and freight embargoes. Causes and circumstances beyond a party's control do not include a strike or other labor unrest that affects only one party or an increase in prices.

b. Upon identifying an event or circumstance a party believes is beyond its control, nonperforming party shall notify the other party as soon as practicable and in writing no later than five (5) days after the date on which the nonperforming party becomes aware, or should have reasonably become aware, that such event or circumstance would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under this Contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay and all reasonable efforts being undertaken to attempt performance, limit delay and limit damages. The nonperforming party shall have the burden of proving that such event or circumstance delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the other party may reasonably request, including providing updates regarding the event or circumstance as it is ongoing. After receipt of such notification, the party receiving notice of the event or circumstance may elect to cancel this Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the delay.

c. In the event of a declared emergency by competent governmental authorities, the University by notice to the Contractor may suspend all or a portion of this Contract or a Purchase Order issued under this Contract.

27. USE OF CONFIDENTIAL INFORMATION.

a. Covered Data and Information (“CDI”) includes paper and electronic financial information, student education records, as well as any other data marked as confidential provided by the University or its students to the Contractor to perform the services under this Contract.

b. Disclosure of CDI: Contractor shall not copy, report or release CDI or information concerning the University or its students, employees or customers to third parties except when essential for authorized use under this Contract and then only with University’s prior written approval and only where the third parties sign agreements containing substantially the same provisions as contained in this section. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.), the Family and Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g), and applicable University or Board of Governors policies or standards for safeguarding such information, and all other applicable laws regarding consumer privacy and confidential information. The Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

c. Maintenance of CDI: The Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted CDI received from or on behalf of the University or its students. The Contractor will extend these measures by contract to all subcontractors used by the Contractor. At a minimum, the Contractor agrees to guard the confidentiality of the University’s confidential information with the same diligence with which it guards its own proprietary information.

d. Destruction or Return of CDI: Upon termination, cancellation, expiration or other conclusion of this Contract or any license granted hereunder, the Contractor will return to the University all copies of CDI in the Contractor’s possession, unless the Contracting Officer consents in writing to the preservation of a copy of the CDI for archival purposes. The Contractor shall provide a certificate to the University confirming the date of destruction of the CDI.

e. Reporting of Unauthorized Disclosures or Misuse of CDI: The Contractor shall, as soon as reasonably practicable and in accordance with all applicable state and federal statutes and regulations, report to the University any use or disclosure of CDI not authorized by this Contract. The Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) the identity of the party who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the University.

f. Remedies: If the University reasonably determines in good faith that the Contractor has materially breached any of its obligations under this provision, the University, in its sole discretion, shall have the right to require the Contractor to submit to a plan of monitoring and reporting; provide the Contractor with a thirty (30) day period to cure the breach; or terminate this Contract immediately if cure is not possible. Before exercising any of these options, the University shall provide written notice to the Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from the University’s education records, the University may not allow the Contractor access to education records for at least five (5) years.

- g. The obligations stated in this section do not apply to information:
- 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - 2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - 5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

h. Indemnity: The Contractor shall defend and hold the University harmless from all claims, liabilities, damages, or judgments brought by a third party, including the University's costs and attorney fees, to the extent arising as a result of the Contractor's negligent or willful failure to meet any of its obligations under this section.

28. NONDISCRIMINATION. The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination and immigration. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin; Title IX of the Education Amendments of 1972 and other applicable laws; as well as the provisions of the Americans with Disabilities Act. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Contractor agrees to comply with the "General prohibitions against discrimination" set forth in 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

29. SEXUAL HARASSMENT. Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, or any other verbal or physical conduct of a sexual nature that is so severe or pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of this Contract to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. In addition, the University may proceed with debarment or suspension or make appropriate reports in accordance with the Contractor Responsibility Program.

30. BACKGROUND CHECKS FOR SECURE OR SENSITIVE AREAS.

a. At the direction of the University, the Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to secure or sensitive areas on the University's campus, either through on-site access or through remote access, as determined by the University. Before the University will permit an employee or subcontractor of the Contractor to have access to secure or sensitive areas on the University's campus, the Contractor may be required provide written confirmation that appropriate background checks have been conducted.

b. Access to certain University buildings may be controlled by means of card readers and secured visitors' entrances. University contracted personnel who have regular and routine business in University worksites may be issued a photo identification or access badge, at the discretion of the University, subject to University policy or direction. The Contractor shall be responsible for all fees in connection is issuance of photo identification or access badges

c. The University may provide Contractor employees who work on a University campus with a designated email or other network access for use by the employee for performance under this Contract. Any such access must be in accordance with all applicable laws and University policies.

d. If it is discovered at any time that an individual who has access to a secure or sensitive area on campus has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, breach of trust/fiduciary responsibility or that raises concerns about building, system or personal security, or is otherwise job-related, the Contractor shall not assign that employee to any University facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the University consents to the access, in writing, prior to the access.

e. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the University may result in the Contractor being deemed in default of its Contract.

31. BACKGROUND CHECKS FOR MINORS.

a. The Contractor must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will provide a program, activity or service to the University that is responsible for the care, supervision, guidance, or control of children or as otherwise designated by the University under applicable policy. The Contractor will be responsible for any such associated costs.

b. Before the University will permit an employee or subcontractor of the Contractor to provide any program, activity or service to the University where the employee or subcontractor is responsible for the care, supervision, guidance, or control of children, the Contractor must provide written confirmation that background checks have been conducted in accordance with applicable law and policies. If it is discovered at any time that an individual has a criminal record that includes one of the enumerated offenses set forth in section 6344(c) of the Child Protective Services Law, 23 Pa.C.S. § 6344, the Contractor shall immediately remove the employee or subcontractor from assignment to the University under this Contract.

c. The University specifically reserves the right to conduct background checks over and above that described herein or as otherwise required by applicable law.

d. The University may provide Contractor employees who work on a University campus with a designated email or other network access for use by the employee for performance under this Contract. Any such access must be in accordance with all applicable laws and University policies.

e. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the University may result in the Contractor being deemed in default of its Contract.

32. MANDATORY REPORTING REQUIREMENTS.

a. All employees, subcontractors and volunteers of Contractor who provide a program, activity, or service to the University that are responsible for the care, supervision, guidance, or control of children are considered mandated reporters of suspected cases of child abuse under Pennsylvania law. All mandated reporters shall make an immediate report of suspected child abuse if the individual has reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances: (i) the mandated reporter comes into contact with the child in the course of employment, occupation and practice of a profession or through a regularly scheduled program, activity or service; (ii) the mandated reporter is directly responsible for the care, supervision, guidance or training of the child, or is affiliated with an agency, institution, organization, school, regularly established church or religious organization or other entity that is directly responsible for the care, supervision, guidance or training of the child; (iii) a person makes a specific disclosure to the mandated reporter that an identifiable child is the victim of child abuse; or (iv) an individual 14 years of age or older makes a specific disclosure to the mandated reporter that the individual has committed child abuse. The minor is not required to come before the mandated reporter in order for the mandated reporter to make a report of suspected child abuse. The mandated reporter does not need to determine the identity of the person responsible for the child abuse to make a report of suspected child abuse.

b. Mandated reporters must immediately make an oral report of suspected child abuse to the Department of Human Services (DHS), formerly the Department of Public Welfare, by calling ChildLine at 1-800-932-0313, or by filing a written report with DHS through Pennsylvania's Child Welfare Information Solution portal (<https://www.compass.state.pa.us/CWIS>). If an oral report is made, a written report shall also be made within 48 hours to DHS or the county agency assigned to the case as prescribed by DHS. If a mandated reporter feels that a child is in an emergency situation, the mandated reporter should call local law enforcement or 911 immediately. In addition to the mandatory reporting requirements above, employees and subcontractors of Contractor must immediately notify the University that a report of suspected child abuse has been made.

33. CONTRACTOR RESPONSIBILITY. For the purpose of this section, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Contract, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, in writing, that as of the date of its execution of this Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the Effective Date of this Contract through the Expiration Date. Accordingly, the Contractor shall have an obligation to inform the Contracting Officer if, at any time during the term of this Contract, it becomes delinquent in the payment of taxes or other Commonwealth obligations, or if Contractor or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the Contracting Officer of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of this Contract.

e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General, the University or the Commonwealth for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472

34. CONTRACTOR INTEGRITY. It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

a. **DEFINITIONS.** For purposes of this section, the following terms shall be defined as follows:

- 1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- 2) "Consent" means written permission signed by a duly authorized officer or employee of the University, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the University shall be deemed to have consented by virtue of the execution of this Contract.

- 3) "Contractor" means the individual or entity that has entered into this Contract with the University.
 - 4) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
 - 5) "Financial Interest" means either:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or any position of management.
 - 6) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - 7) "Non-bid Basis" means a contract awarded or executed by the University with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- b. In furtherance of this policy, Contractor agrees to the following:
- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this Contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the services are performed shall satisfy this requirement.
 - 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Contract, except as provided in this Contract.
 - 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Contract, unless the financial interest is disclosed to the University in writing and the University consents to Contractor's financial interest. Contractor shall disclose the financial interest to the University at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of this Contract signed by Contractor.

- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) had any business license or professional license suspended or revoked;
 - d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e) been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the University will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the Effective Date of this Contract through the Expiration Date. Accordingly, the Contractor shall have an obligation to immediately notify the University in writing if at any time during the term of this Contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. Contractor acknowledges that the University may, in its sole discretion, terminate this Contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this Contract was awarded on a non-bid Basis, Contractor must also comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- 7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Contracting Officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal or execution of this Contract and by the submission of any bills, invoices or requests for payment pursuant to this Contract, certifies and represents that it has not violated any of these Contractor Integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of this Contract, to include any extensions thereof. Contractor shall immediately notify the Contracting Officer in writing of any actions for occurrences that would result in a violation of these Contractor Integrity provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of

investigation incurred by the Office of the State Inspector General, the University and the Commonwealth for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- 9) Contractor shall cooperate with the Office of the State Inspector General, the University and the Commonwealth in any investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of a Commonwealth investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the investigating Commonwealth agency to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Contract. Contractor shall incorporate the obligations set forth in this section in any agreement, contract or subcontract it enters into in the course of the performance of this Contract solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the University and any such subcontractor, and no third party beneficiaries shall be created thereby.
- 10) For violation of any of these Contractor Integrity provisions, the University may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, policy or otherwise.

35. COMMONWEALTH EMPLOYEE ETHICS.

a. The Commonwealth Procurement Code, 62 Pa.C.S. § 101 et seq., provides that any attempt by a Commonwealth employee to realize personal gain through public employment by conduct inconsistent with the proper discharge of the duties of the employee is a breach of a public trust and that Commonwealth employees must avoid conflict of interest or improper use of confidential information. 62 Pa. C. S. § 2302(a).

b. Pursuant to the Public Official and Employee Ethics Act ("Ethics Act"), 65 Pa.C.S. §1101 et seq., subject to certain statutory exceptions, "public officials" or "public employees" as defined by the Ethics Act, 65 Pa.C.S. §1102, are prohibited from: a) using the authority of their public positions to obtain a private pecuniary benefit (financial gain that is not authorized in law) for themselves, member(s) of their immediate family, or businesses with which they or member(s) of their immediate family are associated; and b) using any confidential information received from their public positions to obtain a private pecuniary

benefit (financial gain that is not authorized in law) for themselves, member(s) of their immediate family, or businesses with which they or member(s) of immediate family are associated. 65 Pa.C.S. § 1103(a).

c. “State advisors” and “State consultants” as those terms are defined in the State Adverse Interest Act, 71 P.S. § 7761 et seq., having recommended to the State agency that he or she served, either in the making of a contract or a course of action of which the making of a contract is an express or implied part, are prohibited from “hav[ing] an adverse interest” in such contract, as that term is defined in the statute. A State employee, as that term is defined in the statute, is prohibited from having an adverse interest in a contract with the State agency by which he or she is employed and from influencing or attempting to influence the making of or supervise or in any manner deal with any contract in which the employee has an adverse interest. For purposes of this section, State agency shall refer to the Pennsylvania State System of Higher Education.

d. The Contractor must report any known or suspected violations of the provisions of this section to the University or the Office of the Chancellor, attn.: Chief Counsel.

36. AUDIT. The University and the Commonwealth of Pennsylvania shall have the right, upon reasonable request, at reasonable times and at a site designated by the University, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for this Contract. The Contractor agrees to maintain records that will support the prices charged and costs incurred for this Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for this Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the University, the Commonwealth of Pennsylvania and their authorized representatives.

37. RIGHT OF OFFSET. The Contractor acknowledges and agrees that the University may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth of Pennsylvania against any payments due the Contractor under any contract with the Commonwealth of Pennsylvania.

38. RIGHT TO KNOW LAW.

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract.

b. If the University needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the University.

c. Upon written notification from the University that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

- 1) Provide the University, within ten (10) days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the University reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2) Provide such other assistance as the University may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the University and provide, within seven (7) days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The University will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the University determines that the Requested Information is clearly not protected from disclosure under the RTKL in which case the Contractor shall provide the Requested Information within five (5) days of receipt of written notification of the University's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the University harmless for any damages, penalties, costs, detriment or harm that the University may incur as a result of the Contractor's failure, including any statutory damages assessed against the University.

g. The University will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by University or if none, by the Office of Open Records or as otherwise provided by the RTKL if a fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any University decision to release a record to the public with the Office of Open Records, or in an appropriate Pennsylvania Court, however, the Contractor shall indemnify the University for any legal expenses incurred as a result of such a challenge and shall hold the University harmless for any damages, penalties, costs, detriment or harm that the University may incur as a result of the Contractor's failure, including any statutory damages assessed against the University, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the University's disclosure of Requested Information pursuant to the RTKL.

39. APPLICABLE LAW. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

40. MISCELLANEOUS.

a. **PUBLICITY:** Contractor shall not reference or use the name of the Commonwealth of Pennsylvania, the State System of Higher Education, the University or any official, employee, unit or department or any logo, trademark or symbol associated with any of the above for commercial promotion. News releases or other publicity pertaining to this Contract shall not be made without the prior written approval of the University.

b. **INTEGRATION:** This Contract, including all referenced documents and any issued Purchase Order(s), constitute the entire agreement between the parties. No agent, representative, employee or officer of either the University or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be

deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to this Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate University form.

c. **CONTROLLING TERMS AND CONDITIONS:** The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the University. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the University unless specifically referenced as being incorporated into this Contract. In conformance with the foregoing, the Contractor specifically incorporates its terms and conditions, privacy policy, and service level agreement, all available on its website, www.proctorio.com, (collectively, "Contractor Terms") into the Contract. In the event there is any conflict between the Contractor Terms and the terms and conditions herein, attachments containing additional terms are incorporated as part of this Contract, the terms and conditions herein shall control and prevail over any such attachments, regardless of any language contained therein to the contrary.

d. **SEVERABILITY:** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law or rendered unlawful by a legislative act, such provision shall be interpreted to be modified so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Contract shall remain in full force and effect.

e. **SURVIVAL:** The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

f. **NOTICE:** Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the other party at the address set forth in this Contract. In the case of an alleged breach of this Contract, a copy of the written notice to the University shall also be provided to the following: University Legal Counsel, 2986 N 2nd Street, Harrisburg, PA 17110.

g. **LEGISLATIVE AND POLICY UPDATES:** The parties acknowledge that it may be necessary from time to time to modify the provisions of this Contract to comply with legislative or policy updates, including updates to policies of the Pennsylvania State System of Higher Education. In such cases, the University will notify the Contractor of the necessary changes and the parties will incorporate such changes into an amendment to this Contract.

h. **THIRD PARTY BENEFICIARY:** The University and the Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or is intended to give or shall be construed to give or provide any benefit or right, directly or indirectly, to third parties.

i. **INDEPENDENT CONTRACTOR:** In performing its obligations under this Contract, the Contractor will act as an independent contractor and not as an employee or agent of the University. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including

payment of any and all charges resulting from the Contract.

j. COUNTERPARTS: This Contract may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed pursuant to due and legal action authorizing the same to be done on the date(s) below.

FOR THE CONTRACTOR:

FOR THE UNIVERSITY:

Individual
Partner or Member Date
(if Contractor is an individual or partnership
or limited liability company)

or
President or Designee Date

APPROVED AS TO FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS

Title

Comptroller Date

APPROVED AS TO FORM AND LEGALITY

President or Vice President Date
(Circle Title)

University Legal Counsel Date

Secretary
Treasurer Date
(Circle Title)

or
Deputy Attorney General Date

Office of General Counsel Date

Note regarding signatures above. If a corporation, two signatures are required, one being the President or Vice President, the second being the Secretary or Treasurer. Signatory authority of either signatures can be delegated provided there is a certified Board resolution presented with this contract.

APPENDIX C



**REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT
TO BE ADMINISTERED BY
OMNIA PARTNERS**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1. Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Pennsylvania State System of Higher Education (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Proctoring Solutions: In-Person, Online and/or Automated. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements,

obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the

responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2. REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3. SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

- c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

- d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

- e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating

Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process

- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions

survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of percent (**3%**) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA ~~Partners at the location designated by OMNIA Partners~~. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy by paying any fees due and owing, or challenging such notice of discrepancy. ~~-to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.~~

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners; provided, however, Supplier may assign its rights and obligations under this Agreement without OMNIA Partners' prior written consent in the event of the sale of all or substantially all of Supplier's assets or capital stock, or any similar company sale event, whether by merger, reorganization, sale, or otherwise.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners Attn:
President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Signature

Name

Sarah Vavra

Name

Title

Sr. Vice President, Public Sector
Contracting

Title

Date

Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY, A
DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Date

Requirements for National Cooperative Contract
Page 20
Signature Sarah E. Vavra Name

Sr. Vice President, Public Sector Contracting
Title

Date

_____	_____
_____	_____
_____	_____
_____	_____

To Whom It May Concern:

In December of 2015, the Online Education Initiative –
– selected Proctorio as our
provider for student authentication via secure online proctoring.

Following the
award to Proctorio, we made the product available to our consortium colleges.

Today, our consortium has evolved to 56 member colleges and now includes shared
online course inventory across these colleges through the

We fund Proctorio for each of these colleges directly; meanwhile, other
colleges beyond our consortium have also chosen to piggyback off our contract.
When reviewing the product, our review team – which was heavily comprised of
faculty – particularly appreciated the ability of the product to put decisions about
potential cheating directly into the hands of the faculty teaching a course, rather
than using third party individuals as proctors. This, along with the flexible and
configurable nature of the software, was a key differentiator for Proctorio.

Academic integrity concerns, generally, are front of mind for educators and
institutions heavily engaged in online teaching and learning. In supporting our 56
member colleges, partnering with Proctorio has been a key component of our
strategy toward mitigating risks in student behavior. Feedback from colleges is that
it has also bolstered their compliance with accreditor and federal rules around
student authentication, which have deep implications for colleges.

Proctorio, as a product, has been flexible, and easy to install within our Canvas LMS
environments. We have also been able to see data from a system view and provide
individual college data back to each campus. If I can be of further assistance in your
evaluation, please do not hesitate to contact me at

We sought a proctoring solution that would encourage academic integrity, be intuitive and easy for students, faculty, and staff to use, and be cost effective. We are experiencing an increase in online courses as well as increased requests for proctoring services for face-to-face courses, and we need a solution that will grow with the number of proctored online exams.

At the end of the process, the committee overwhelmingly recommended that we use Canvas for exam creation and Proctorio for online exam proctoring. Proctorio has seamless integration into Canvas that allows faculty to easily enable Proctorio exam monitoring and view exam results immediately within the course site. Proctorio offers behavior settings—which can be adjusted at any time—that rank test results by suspicion level. Concerning behavior is flagged for instructor review.

Our committee found that the other proctoring solutions we reviewed were not as fully integrated into Canvas, not as user-friendly, and did not offer the same level of instructor control that Proctorio provides. This level of Canvas integration and increased functionality is important because it makes Proctorio easy to use—from faculty and student perspectives—and will allow faculty to manage proctored online exams with less support from staff. Once an instructor enables Proctorio for an exam, students login to their course site and complete the exam any time during the exam window set by the instructor.

Following a successful pilot in Spring 2018, the committee made arrangements to transition to Proctorio for online exam proctoring beginning Fall 2018. We are excited about integrating Proctorio into our exam processes. Proctorio is a robust system with many features that increase exam security and integrity. Several of our peer institutions have adopted this software and report high satisfaction; our transition to date has been successful and promising.



October 26, 2020

Pennsylvania's State System of Higher Education

Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110

Dear Ms. Linda Venneri:

Please accept this letter as an acknowledgment that Proctorio hereby agrees to provide Pennsylvania's State System of Higher Education evidence of financial stability which can be used to assist in determining the financial health of our Company. Please find the following documents included.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mike Olsen", with a stylized, cursive script.

Mike Olsen
Founder & CEO
Proctorio, Inc.

SCORES AND RATINGS

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TRADE PAYMENTS

EVENTS

COMPANY PROFILE

COMPANY OVERVIEW		
Named Principal MICHAEL OLSEN, CEO	Age (Year Started) 7 years (2013)	Employees 126
Business Form Corporation (US)	Annual Sales -	Line of Business Custom computer programming
SIC 7371		

August 17, 2020

RE: Letter of Good Standing – Proctor.io Incorporated

To Whom It May Concern:

This letter is to confirm that the following company has an open and active depository and lending relationship with Sunflower Bank and is in good standing.

Proctor.io Incorporated
DBA Proctorio
6840 E Indian School Rd
Scottsdale, AZ 85251

If you have any questions, please feel free to reach out to me.



Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Proctor.io Incorporated</p> <p>2 Business name/disregarded entity name, if different from above Proctorio</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 6840 E Indian School Rd</p> <p>6 City, state, and ZIP code Scottsdale, AZ 85251</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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or								
Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest, dividends, or annuities. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments but you must provide your correct TIN. See the instructions for Part II, later.

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



October 26, 2020

Pennsylvania's State System of Higher Education

Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110

Dear Ms. Linda Venneri:

Please accept this letter as an acknowledgement that Proctorio is a small business that deeply values diversity, inclusion, and making a positive social impact within our own company, our partner institutions, and the sub-processors we work with.

Proctorio's mission is to expand opportunities for the development and demonstration of human potential by supporting innovation in education and providing a scalable, secure, and cost-effective solution to learning institutions around the world. Proctorio focuses on affecting change inside and outside its four walls. Proctorio's team is 53% women; with women making up 47% of the leadership roles. It is our goal to continue hiring women and other underrepresented identities into key roles.

Proctorio is also committed to helping build a safe, healthy, and sustainable environment and is a Certified Climate Partner. Proctorio promotes environmentally responsible products, materials and services (including renewable resources), prevents pollution and minimizes waste through reduction, reuse and recycling. Every year, Proctorio calculates its carbon footprint and invests in projects around the world that offset our total carbon emissions. By supporting the Matebe Hydroelectric Plant in Virunga, Congo, home to Africa's oldest national park and one of the last mountain gorilla populations in the world, we are contributing to several sustainable practices.

It is Proctorio's belief that education can make all the difference, and by allowing individuals the ability to obtain education through online resources, we can not only affect and change their lives but their neighborhoods, cities, countries and eventually the world as we know it.



Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mike Olsen", with a fluid, cursive style.

Mike Olsen
Founder & CEO
Proctorio, Inc.



October 26, 2020

Pennsylvania's State System of Higher Education

Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110

Dear Ms. Linda Venneri:

This letter is to advise and confirm that Proctorio does not use any subcontractors to deliver services within the scope of work for the current RFP.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mike Olsen".

Mike Olsen
Founder & CEO
Proctorio, Inc.



proctorio

Business Continuity Plan

06.09.2020

Statement of Policy

Procedure

1. Data Backup Plan

2. Disaster Recovery and Emergency Mode Operations Plan









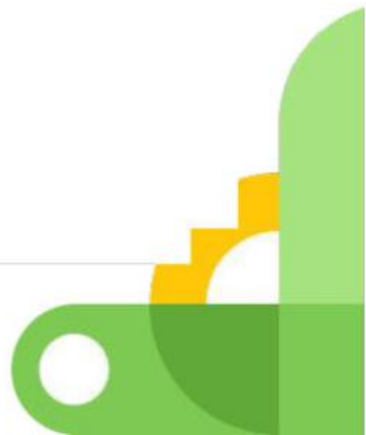
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Replace with client logo

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Users Per Month 2018—2019

New Users Per Month



Users Per Month 2019—2020

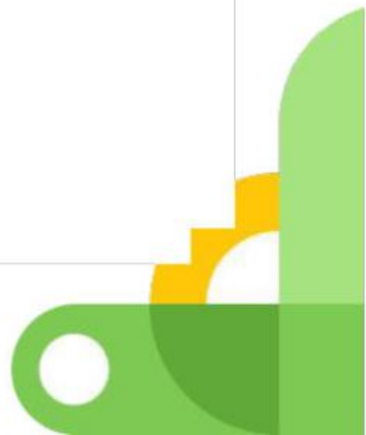
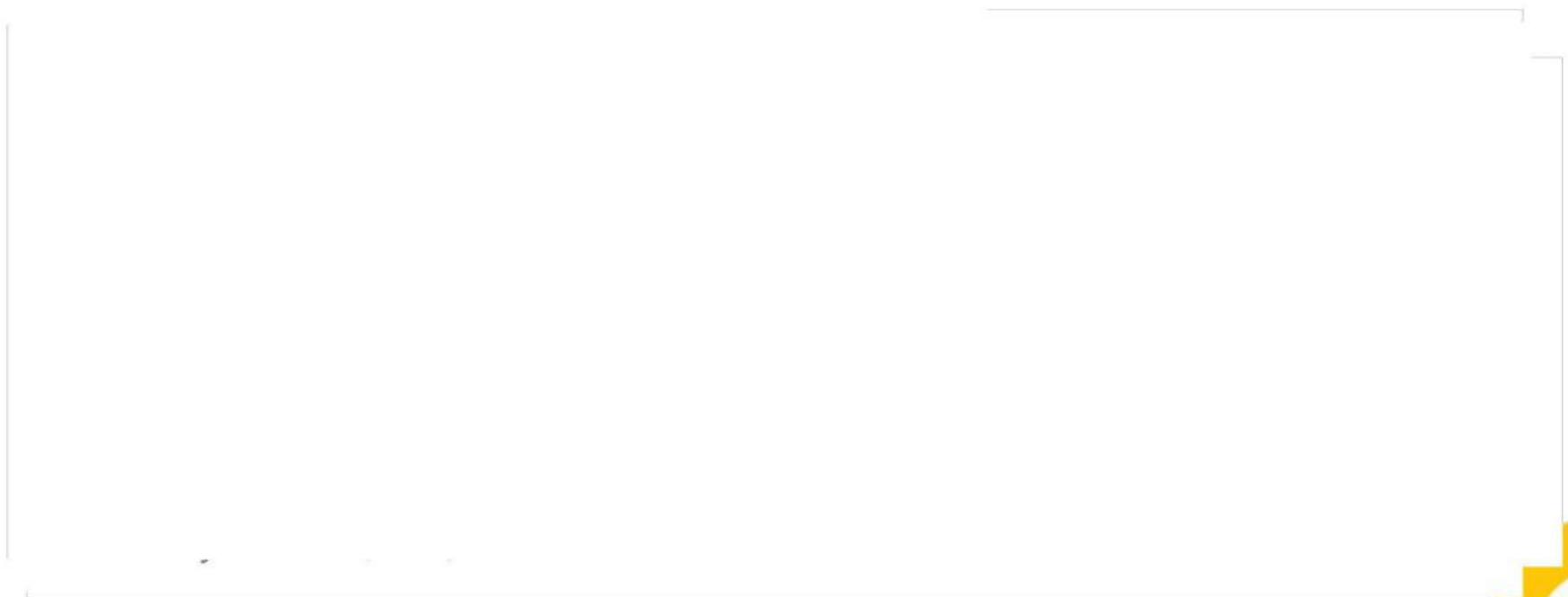


Usage Summary

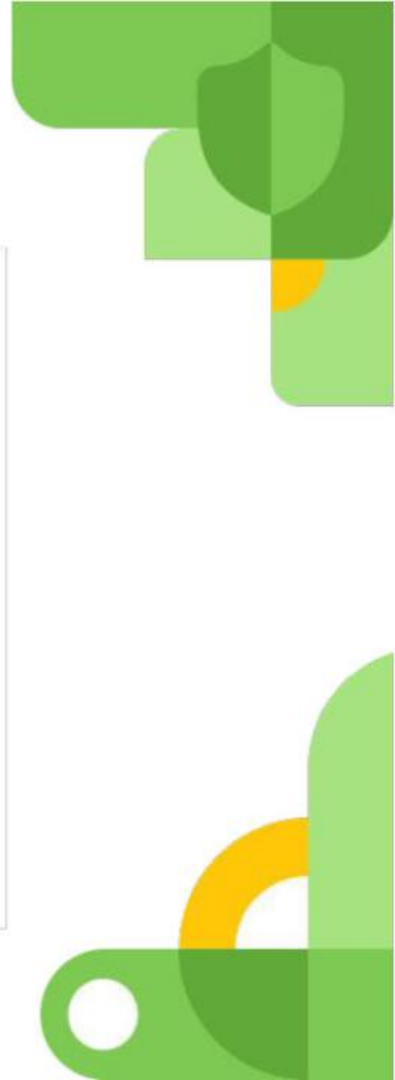
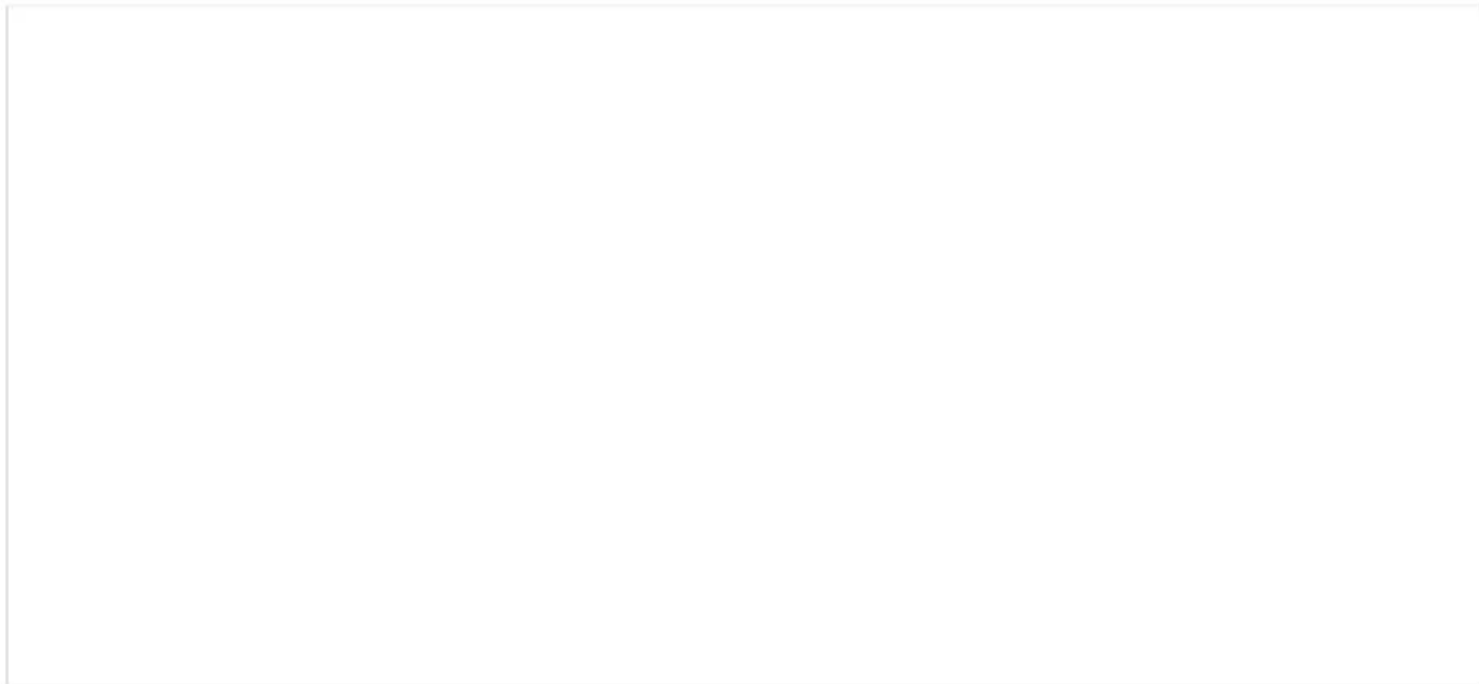
Exams Per Month 2018—2019



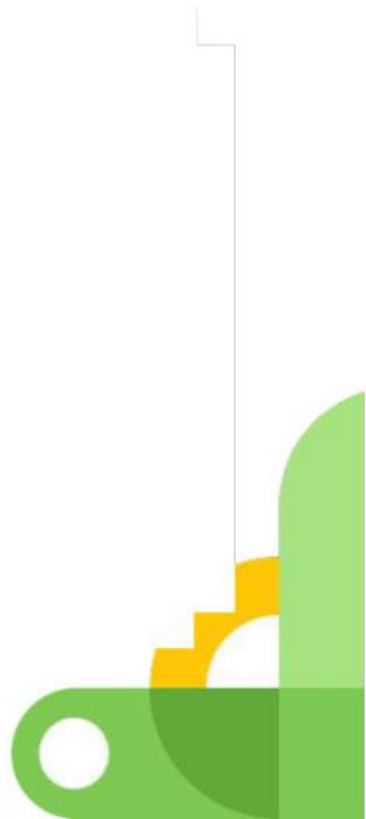
Exams Per Month 2019—2020



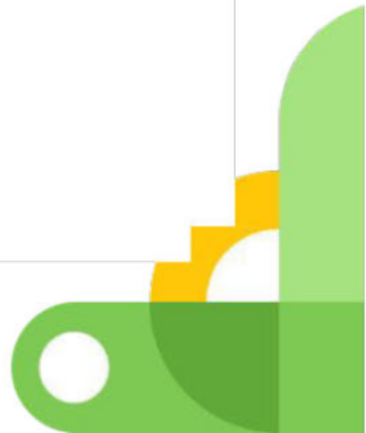
Usage Summary



Total Student Tickets 2019—2020



Total Student Tickets 2019—2020





July 31, 2020

Good Morning:

This letter is to document that Proctorio, Inc. has engaged White Oak Security, Inc., a leading information security consulting company, to perform a Security Assessment of their Browser Extension and Azure Cloud Environment.

The goals of the engagement were to assess both the Proctorio Chrome Browser Extension, as well as the Cloud Hosting infrastructure supporting the service. Specifically, the testing for the Chrome Browser Extension focused on determining three things: that the extension properly implemented Zero Knowledge Encryption, that its cryptographic functionality was implemented correctly, and that the extension made adequate use of tamper resistance. The testing for the Cloud Security Review focused on determining whether or not encrypted video and audio is stored in appropriate datacenters/regions to satisfy national/local data privacy laws.

White Oak is an organization that utilizes industry-leading tools, techniques, and testing methodologies to ensure a thorough and complete penetration test. Our firm was engaged between June 24, 2020 and July 24, 2020 to test the environment in question. During that testing we identified several vulnerabilities. Proctorio was provided a detailed report of our findings as well as guidance on remediation strategy. The findings (and their severity) are summarized below:

Table 1: Initial Findings

Severity	# of Instances
High	0
Medium	0
Low	1

Overall, White Oak Security found that with the exception of one low-risk issue, that the Browser Extension appropriately implemented Zero Knowledge Encryption (e.g. that Proctorio, Inc. never possesses the encryption keys for the audio/video data they store) and cryptographic functionality were both implemented appropriately, and that the extension was adequately hardened to resist tampering. Additionally, White Oak Security determined that with the exception of metadata tracking exam candidate location, video and audio for exams are stored in the proper geographical regions based on the origin of the student's education institution.

Following delivery of our report, Proctorio actively engaged with the White Oak team to fully understand both the vulnerabilities and remediation steps.

Proctorio is effectively addressing vulnerabilities identified during our testing and has been actively engaged with White Oak Security in that effort.

Christopher Emerson, CEO & Founder - White Oak Security, Inc.

Findings

All findings summary

HIGH

No findings

MEDIUM

No findings

LOW

No findings

INFORMATION





To Whom It May Concern,

February 20, 2020

This letter is being written to confirm that Proctorio Inc. had retained Deque Systems Inc. services to conduct a detailed assessment of Proctorio's LTI platform for conformance with the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) version 2.1, levels A and AA. In addition, Deque Systems Inc. provided a Voluntary Product Accessibility Template (VPAT) describing the conformance of the assessed content.

Sincerely,

A handwritten signature in blue ink that reads "Gregory S. Jones". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gregory S. Jones
Vice President, Services
Deque Systems Inc.

Voluntary Product Accessibility Template® (VPAT®) EN 301 549 Edition

CONFIDENTIAL - DRAFT

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Voluntary Product Accessibility Template® (VPAT®)

EN 301 549 Edition

Version 2.3 (Revised) - April 2019

Table Information for VPAT® Readers

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply or deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

Proctorio Accessibility Conformance Report

EN 301 549 Edition

VPAT® Version 2.3 (Revised) – April 2019

Name of Product/Version: Plagiarism Extension

Product Description :

Proctorio's Originality Verification product scans for similarity to other documents from across the web, as well as within an institution's locally stored repository. It captures symbols, images and characters and the suspicious text is highlighted for easy identification and review.

The scope of this VPAT is restricted to Specific browser extension applied on the page listed in the table below.

This application was accessed using Proctorio's Canvas Environment

Id#	Web Page / Screen / Document Identifier	Location / URL
1	Web Browser Extension	Proctorio's Canvas Environment

Date : December 2019
Contact information : accessibility@proctorio.com
Notes :

This VPAT has been created by Deque Systems Inc. upon completion of an accessibility evaluation based on an agreed statement of work. Validation testing performed between *November 6, 2019* and *December 4th, 2019* was limited only to evaluation of specific accessibility issues that were already reported.

Proctorio's Canvas Environment

Evaluation Methods Used:

A combination of automated and manual testing techniques were employed for the accessibility assessment, details are as below:

*Automation used aXe core rule engine 3.3

*Manual assessment based on Windows 10 – Chrome- NVDA.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)

EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe , - V2.1.2 (2018-08)	(Yes)
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Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.1 Level AAA.

WCAG 2.1 Report

Tables 1 and 2 document conformances with all of the following:

- Chapter 9 - Web
- Chapter 10 - Non-Web documents
- Section 11.2.1- Non-Web Software (excluding closed functionality)
- Section 11.2.2 - Non-Web Software (closed functionality)

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.1.1 Non-text Content (Level A) All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below.</p> <p>Controls, Input If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Success Criterion 4.1.2 for additional requirements for controls and content that accepts user input.)</p> <p>Time-Based Media If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for additional requirements for media.)</p> <p>Test If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content.</p> <p>Sensory If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content.</p> <p>CAPTCHA If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of</p>	<p>Supports</p>	<p>The default images provided within Plagiarism Extension have meaningful alternative (alt) text descriptions. Non-relevant or decorative images have “null” alt attributes or are inserted as a background image.</p>

<p>CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities.</p> <p>Decoration, Formatting, Invisible</p> <p>If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.</p>		
<p><u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A)</p> <p>For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such:</p> <p>Prerecorded Audio-only</p> <p style="padding-left: 40px;">An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</p> <p>Prerecorded Video-only</p> <p style="padding-left: 40px;">Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the product.</p>
<p><u>1.2.2 Captions (Prerecorded)</u> (Level A) Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the product.</p>
<p><u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A) An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the product.</p>

<p>1.3.1 Info and Relationships (Level A) Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.</p>	Supports	Plagiarism extension contains semantic markup (headings, lists, etc.) to designate headings and emphasized text.
<p>1.3.2 Meaningful Sequence (Level A) When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.</p>	Supports	Plagiarism extension is developed in meaningful and correct reading sequence order that can be programmatically determined
<p>1.3.3 Sensory Characteristics (Level A) Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound. NOTE For requirements related to color, refer to Guideline 1.4.</p>	Supports	Plagiarism extension content is provided in textual format
<p>1.4.1 Use of Color (Level A) Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. NOTE This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.</p>	Supports	
<p>1.4.2 Audio Control (Level A) If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. NOTE</p>	Not Applicable	There is no time-based media available in the current iteration of the product.

<p>Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>		
<p>2.1.1 Keyboard (Level A) Level A) All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. NOTE This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not. NOTE This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.</p>	Supports	Plagiarism extension supports standard keyboard navigation and input functions (such as pressing [Tab] to move between input fields, pressing the arrow keys to move between list items, and pressing [Space] or [Enter] to make selections).
<p>2.1.2 No Keyboard Trap (Level A) If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. NOTE</p>	Supports	Plagiarism extension supports standard keyboard navigation and ensures that keyboard users cannot be trapped in a subset of content. The keyboard focus is not locked or trapped at any section of extension.

<p>Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>		
<p>2.1.4 Character Key Shortcuts (Level A 2.1 only) f a keyboard shortcut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:</p> <p>Turn off A mechanism is available to turn the shortcut off;</p> <p>Remap A mechanism is available to remap the shortcut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc);</p> <p>Active only on focus The keyboard shortcut for a user interface component is only active when that component has focus.</p>	<p>Not Applicable</p>	<p>There are no character key shortcuts used in the current iteration of the product</p>
<p>2.2.1 Timing Adjustable (Level A) For each time limit that is set by the content, at least one of the following is true:</p> <p>Turn off The user is allowed to turn off the time limit before encountering it; or</p> <p>Adjust The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</p> <p>Extend The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for</p>	<p>Not Applicable</p>	<p>Time alert functionality is not applicable to Plagiarism extension</p>

<p>example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</p> <p>Real-time Exception The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</p> <p>Essential Exception The time limit is essential and extending it would invalidate the activity; or</p> <p>20 Hour Exception The time limit is longer than 20 hours.</p> <p>NOTE This success criterion helps ensure that users can complete tasks without unexpected changes in content or context that are a result of a time limit. This success criterion should be considered in conjunction with Success Criterion 3.2.1, which puts limits on changes of content or context as a result of user action.</p>		
<p>2.2.2 Pause, Stop, Hide (Level A) For moving, blinking, scrolling, or auto-updating information, all of the following are true:</p> <p>Moving, blinking, scrolling For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and</p> <p>Auto-updating For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a</p>	<p>Not Applicable</p>	<p>There is no moving, blinking, scrolling, or auto-updating information available in the current iteration of the product.</p>

<p>mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</p> <p>NOTE For requirements related to flickering or flashing content, refer to Guideline 2.3.</p> <p>NOTE Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p> <p>NOTE Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.</p> <p>NOTE An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.</p>		
<p>2.3.1 Three Flashes or Below Threshold (Level A) Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.</p> <p>NOTE Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content</p>	<p>Not Applicable</p>	<p>Extension does not contain a part that flashes more than three times in one second.</p>

on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.		
2.4.1 Bypass Blocks (Level A) A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.	Supports	
2.4.2 Page Titled (Level A) Web pages have titles that describe topic or purpose.	Not Applicable	Title of the page is not applicable for Plagiarism extension
2.4.3 Focus Order (Level A) If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.	Supports	All the controls are navigated sequentially by tabbing through various inputs & labels. The user controls receive keyboard focus in the same tab order in which they are presented visually on the Extension
2.4.4 Link Purpose (In Context) (Level A) The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.	Supports	All link elements within Extension provide a purpose through the linked text itself .
2.5.1 Pointer Gestures (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential. NOTE This requirement applies to web content that interprets pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).	Not Applicable	No such content available in the current iteration of the product
2.5.2 Pointer Cancellation (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for	Not Applicable	No such content available in the current iteration of the product

operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential.		
2.5.3 Label in Name (Level A 2.1 only) For user interface components with labels that include text or images of text, the name contains the text that is presented visually.	Supports	
2.5.4 Motion Actuation (Level A 2.1 only) Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when: Supported Interface The motion is used to operate functionality through an accessibility supported interface; Essential The motion is essential for the function and doing so would invalidate the activity.	Not Applicable	No such content available in the current iteration of the product
3.1.1 Language of Page (Level A) The default human language of each Web page can be programmatically determined.	Supports	
3.2.1 On Focus (Level A) When any user interface component receives focus, it does not initiate a change of context.	Supports	
3.2.2 On Input (Level A) Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component.	Supports	
3.3.1 Error Identification (Level A) If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.	Supports	

<p>3.3.2 Labels or Instructions (Level A) Labels or instructions are provided when content requires user input.</p>	Supports	
<p>4.1.1 Parsing (Level A) In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.</p> <p>NOTE Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.</p>	Supports	
<p>4.1.2 Name, Role, Value (Level A) For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.</p> <p>NOTE This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.</p>	Supports	

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.2.4 Captions (Live) (Level AA) Captions are provided for all live audio content in synchronized media.</p>	Not Applicable	There is no time-based media available in the current iteration of the product.
<p>1.2.5 Audio Description (Prerecorded) (Level AA) Audio description is provided for all prerecorded video content in synchronized media.</p>	Not Applicable	There is no time-based media available in the current iteration of the product.
<p>1.3.4 Orientation (Level AA 2.1 only) Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is essential.</p> <p>NOTE Examples where a particular display orientation may be essential are a bank check, a piano application, slides for a projector or television, or virtual reality content where binary display orientation is not applicable.</p>	Not Applicable	This product is not supported on mobile devices
<p>1.3.5 Identify Input Purpose (Level AA 2.1 only) The purpose of each input field collecting information about the user can be programmatically determined when:</p> <ul style="list-style-type: none"> • The input field serves a purpose identified in the Input Purposes for User Interface Components section; and • The content is implemented using technologies with support for identifying the expected meaning for form input data. 	Supports	
<p>1.4.3 Contrast (Minimum) (Level AA) The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following:</p> <p>Large Text</p>	Supports	

<p>Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</p> <p>Incidental Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</p> <p>Logotypes Text that is part of a logo or brand name has no contrast requirement.</p>		
<p>1.4.4 Resize text (Level AA) Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality.</p>	Supports	
<p>1.4.5 Images of Text (Level AA) If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following:</p> <p>Customizable The image of text can be visually customized to the user's requirements;</p> <p>Essential A particular presentation of text is essential to the information being conveyed.</p> <p>NOTE Logotypes (text that is part of a logo or brand name) are considered essential.</p>	Supports	
<p>1.4.10 Reflow (Level AA 2.1 only) Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:</p>	Supports	

<ul style="list-style-type: none"> • Vertical scrolling content at a width equivalent to 320 CSS pixels; • Horizontal scrolling content at a height equivalent to 256 CSS pixels. <p>Except for parts of the content which require two-dimensional layout for usage or meaning.</p> <p>NOTE Note: 320 CSS pixels is equivalent to a starting viewport width of 1280 CSS pixels wide at 400% zoom. For web content which are designed to scroll horizontally (e.g. with vertical text), the 256 CSS pixels is equivalent to a starting viewport height of 1024px at 400% zoom.</p> <p>NOTE Examples of content which require two-dimensional layout are images, maps, diagrams, video, games, presentations, data tables, and interfaces where it is necessary to keep toolbars in view while manipulating content.</p>		
<p>1.4.11 Non-text Contrast (Level AA 2.1 only) The visual presentation of the following has a contrast ratio of at least 3:1 against adjacent color(s):</p> <p>User Interface Components Visual information required to identify user interface components and states, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;</p> <p>Graphical Objects Parts of graphics required to understand the content, except when a particular presentation of graphics is essential to the information being conveyed.</p>	Supports	
<p>1.4.12 Text Spacing (Level AA 2.1 only)</p>	Supports	

<p>In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all of the following and by changing no other style property:</p> <ul style="list-style-type: none"> • Line height (line spacing) to at least 1.5 times the font size; • Spacing following paragraphs to at least 2 times the font size; • Letter spacing (tracking) to at least 0.12 times the font size; • Word spacing to at least 0.16 times the font size. <p>Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script.</p>		
<p>1.4.13 Content on Hover or Focus (Level AA 2.1 only) Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:</p> <p>Dismissible A mechanism is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an input error or does not obscure or replace other content;</p> <p>Hoverable If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;</p> <p>Persistent</p>	<p>Supports</p>	

<p>The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid.</p> <p>Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.</p> <p>NOTE</p> <p>Examples of additional content controlled by the user agent include browser tooltips created through the use of the HTML title attribute.</p> <p>NOTE</p> <p>Custom tooltips, sub-menus, and other non modal popups that display on hover and focus are examples of additional content covered by this criterion.</p>		
<p>2.4.5 Multiple Ways (Level AA) More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in a process.</p>	Supports	
<p>2.4.6 Headings and Labels (Level AA) Headings and labels describe topic or purpose.</p>	Supports	
<p>2.4.7 Focus Visible (Level AA) Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.</p>	Supports	
<p>3.1.2 Language of Parts (Level AA) The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.</p>	Supports	
<p>3.2.3 Consistent Navigation (Level AA) Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user.</p>	Supports	

<p>3.2.4 Consistent Identification (Level AA) Components that have the same functionality within a set of Web pages are identified consistently.</p>	Supports	
<p>3.3.3 Error Suggestion (Level AA) If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.</p>	Supports	
<p>3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true:</p> <p>Reversible Submissions are reversible.</p> <p>Checked Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</p> <p>Confirmed A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</p>	Supports	
<p>4.1.3 Status Messages (Level AA 2.1 only) In content implemented using markup languages, status messages can be programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus.</p>	Supports	

Table 3: Success Criteria, Level AAA

Notes: Level AAA success criteria are not within the scope of this conformance evaluation.

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Notes:

Chapter 4: [4.2 Functional Performance Statements \(FPS\)](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>4.2.1 Usage without vision: Where ICT provides visual modes of operation, some users need ICT to provide at least one mode of operation that does not require vision. Notes: Audio and tactile user interfaces may contribute towards meeting this clause.</p>	Supports	Plagiarism extension uses standard HTML and WAI-ARIA attributes to describe the identity, operation, and state of user interface elements to assistive technologies.
<p>4.2.2 Usage with limited vision: Where ICT provides visual modes of operation, some users will need the ICT to provide features that enable users to make better use of their limited vision. Note 1: Magnification, reduction of required field of vision and control of contrast, brightness and intensity can contribute towards meeting this clause. Note 2: Where significant features of the user interface are dependent on depth perception, the provision of additional methods of distinguishing between the features may contribute towards meeting this clause. Note 3: Users with limited vision may also benefit from non-visual access (see clause 4.2.1).</p>	Supports	Plagiarism extension supports standard browser magnification and contrast adjustments and enables users to magnify font size of the textual content available on the user screen.
<p>4.2.3 Usage without perception of color: Where ICT provides visual modes of operation, some users will need the ICT to provide a visual mode of operation that does not require user perception of colour.</p>	Supports	Color is only used as a decorative or supplemental attribute of the user interface elements. A textual representation is always used as the primary mechanism for conveying

<p>Note: Where significant features of the user interface are colour-coded, the provision of additional methods of distinguishing between the features may contribute towards meeting this clause.</p>		information.
<p>4.2.4 Usage without hearing: Where ICT provides auditory modes of operation, some users need ICT to provide at least one mode of operation that does not require hearing. Note: Visual and tactile user interfaces may contribute towards meeting this clause.</p>	Not Applicable	Plagiarism Extension does not include audio-only features that require hearing to be used.
<p>4.2.5 Usage with limited hearing: Where ICT provides auditory modes of operation, some users will need the ICT to provide enhanced audio features. Note 1: Enhancement of the audio clarity, reduction of background noise, increased range of volume and greater volume in the higher frequency range can contribute towards meeting this clause. Note 2: Users with limited hearing may also benefit from non-hearing access (see clause 4.2.4).</p>	Not Applicable	Plagiarism Extension does not include audio-only features that require hearing to be used.
<p>4.2.6 Usage without vocal capability: Where ICT requires vocal input from users, some users will need the ICT to provide at least one mode of operation that does not require them to generate vocal output. Note 1: This clause covers the alternatives to the use of orally-generated sounds, including speech, whistles, clicks, etc. Note 2: Keyboard, pen or touch user interfaces may contribute towards meeting this clause.</p>	Not Applicable	Plagiarism Extension does not require speech input
<p>4.2.7 Usage with limited manipulation or strength: Where ICT requires manual actions, some users will need the ICT to provide features that enable users to make use of the ICT through alternative actions not requiring manipulation or hand strength.</p>	Supports	Extension supports standard input mechanisms such as user-provided keyboards and pointing devices.

<p>Note 1: Examples of operations that users may not be able to perform include those that require fine motor control, path dependent gestures, pinching, twisting of the wrist, tight grasping, or simultaneous manual actions.</p> <p>Note 2: One-handed operation, sequential key entry and speech user interfaces may contribute towards meeting this clause.</p> <p>Note 3: Some users have limited hand strength and may not be able to achieve the level of strength to perform an operation. Alternative user interface solutions that do not require hand strength may contribute towards meeting this clause.</p>		
<p>4.2.8 Usage with limited reach: Where ICT products are free-standing or installed, the operational elements will need to be within reach of all users. Note: Considering the needs of wheelchair users and the range of user statures in the placing of operational elements of the user interface may contribute towards meeting this clause.</p>	Not Applicable	
<p>4.2.9 Minimize photosensitive seizure triggers: Where ICT provides visual modes of operation, some users need ICT to provide at least one mode of operation that minimizes the potential for triggering photosensitive seizures. Note: Limiting the area and number of flashes per second may contribute towards meeting this clause.</p>	Supports	Plagiarism Extension does not include visual features with flashing that could trigger seizures
<p>4.2.10 Usage with limited cognition: Some users will need the ICT to provide features that make it simpler and easier to use. Note 1: This clause is intended to include the needs of persons with limited cognitive, language and learning abilities. Note 2: Adjustable timings, error indication and suggestion, and a logical focus order are examples of design features that may contribute towards meeting this clause.</p>	Supports	Plagiarism Extension uses a logical focus order

<p>4.2.11 Privacy: Where ICT provides features that are provided for accessibility, some users will need their privacy to be maintained when using those ICT features that are provided for accessibility. Note: Enabling the connection of personal headsets for private listening, not providing a spoken version of characters being masked and enabling user control of legal, financial and personal data are examples of design features that may contribute towards meeting this clause.</p>	Supports	Plagiarism Extension does not impede usage of standard privacy controls alongside assistive technologies. For example, users can connect a headset for private listening to screen reader announcement.
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Chapter 5: [Generic Requirements](#)

Notes: Plagiarism Extension supports standard assistive technologies and thus the closed functionality criteria described in this chapter does not apply.

Criteria	Conformance Level	Remarks and Explanations
5.1 Closed functionality	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
5.1.2 General	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>5.1.2.1 Closed functionality: <i>Note 1: ICT may close some, but not all, of its functionalities. Only the closed functionalities have to conform to the requirements of clause 5.1.</i> <i>Note 2: The provisions within this clause are requirements for the closed functionality of ICT that replace those requirements in clauses 5.2 to 13 that specifically state that they do not apply to closed functionality. This may be because they relate to compatibility with assistive technology or to the ability for the user to adjust system accessibility settings in products with closed functionality (e.g. products that prevent access to the system settings control panel).</i></p>	See 5.2 through 13	See information in 5.2 through 13
5.1.2.2 Assistive technology:	See 5.1.3 through 5.1.6	See information in 5.1.3 through 5.1.6

<p><i>Where ICT has closed functionality, that closed functionality shall be operable without requiring the user to attach, connect or install assistive technology and shall conform to the generic requirements of clauses 5.1.3 to 5.1.6 as applicable. Personal headsets and induction loops shall not be classed as assistive technology for the purpose of this clause.</i></p>		
<p>5.1.3 Non-visual access</p>	<p><i>Heading cell – no response required</i></p>	<p><i>Heading cell – no response required</i></p>
<p>5.1.3.1 General: Where visual information is needed to enable the use of those functions of ICT that are closed to assistive technologies for screen reading, ICT shall provide at least one mode of operation using non-visual access to enable the use of those functions. Note 1: Non-visual access may be in an audio form, including speech, or a tactile form. Note 2: The visual information needed to enable use of some functions may include operating instructions and orientation, transaction prompts, user input verification, error messages and non-text content.</p>	<p>Not Applicable</p>	
<p>5.1.3.2 Auditory output delivery including speech: Where auditory output is provided as non-visual access to closed functionality, the auditory output shall be delivered: a) either directly by a mechanism included in or provided with the ICT; or b) by a personal headset that can be connected through a 3,5 mm audio jack, or an industry standard connection, without requiring the use of vision. Note 1: Mechanisms included in or provided with ICT may be, but are not limited to, a loudspeaker, a built-in handset/headset, or other industry standard coupled peripheral. Note 2: An industry standard connection could be a wireless connection.</p>	<p>Not Applicable</p>	

<p>Note 3: Some users may benefit from the provision of an inductive loop.</p>		
<p>5.1.3.3 Auditory output correlation: Where auditory output is provided as non-visual access to closed functionality, and where information is displayed on the screen, the ICT should provide auditory information that allows the user to correlate the audio with the information displayed on the screen. Note 1: Many people who are legally blind still have visual ability and use aspects of the visual display even if it cannot be fully comprehended. An audio alternative that is both complete and complementary includes all visual information such as focus or highlighting, so that the audio can be correlated with information that is visible on the screen at any point in time. Note 2: Examples of auditory information that allows the user to correlate the audio with the information displayed on the screen include structure and relationships conveyed through presentation.</p>	<p>Not Applicable</p>	
<p>5.1.3.4 Speech output user control: Where speech output is provided as non-visual access to closed functionality, the speech output shall be capable of being interrupted and repeated when requested by the user, where permitted by security requirements. Note 1: It is best practice to allow the user to pause speech output rather than just allowing them to interrupt it. Note 2: It is best practice to allow the user to repeat only the most recent portion rather than requiring play to start from the beginning.</p>	<p>Not Applicable</p>	
<p>5.1.3.5 Speech output automatic interruption: Where speech output is provided as non-visual access to closed functionality, the ICT shall interrupt current speech</p>	<p>Not Applicable</p>	

<p>output when a user action occurs and when new speech output begins. Note: Where it is essential that the user hears the entire message, e.g. a safety instruction or warning, the ICT may need to block all user action so that speech is not interrupted.</p>		
<p>5.1.3.6 Speech output for non-text content: Where ICT presents non-text content, the alternative for non-text content shall be presented to users via speech output unless the non-text content is pure decoration or is used only for visual formatting. The speech output for non-text content shall follow the guidance for "text alternative" described in WCAG 2.1 [5] Success Criterion 1.1.1.</p>	Not Applicable	
<p>5.1.3.7 Speech output for video information: Where pre-recorded video content is needed to enable the use of closed functions of ICT and where speech output is provided as non-visual access to closed functionality, the speech output shall present equivalent information for the pre-recorded video content. Note: This speech output can take the form of an audio description or an auditory transcript of the video content.</p>	Not Applicable	
<p>5.1.3.8 Masked entry: Where auditory output is provided as non-visual access to closed functionality, and the characters displayed are masking characters, the auditory output shall not be a spoken version of the characters entered unless the auditory output is known to be delivered only to a mechanism for private listening, or the user explicitly chooses to allow non-private auditory output. Note 1: Masking characters are usually displayed for security purposes and include but are not limited to asterisks representing personal identification numbers. Note 2: Unmasked character output might be preferred when closed functionality is used, for example, in the privacy of the</p>	Not Applicable	

<p>user's home. A warning highlighting privacy concerns might be appropriate to ensure that the user has made an informed choice.</p>		
<p>5.1.3.9 Private access to personal data: Where auditory output is provided as non-visual access to closed functionality, and the output contains data that is considered to be private according to the applicable privacy policy, the corresponding auditory output shall only be delivered through a mechanism for private listening that can be connected without requiring the use of vision, or through any other mechanism explicitly chosen by the user. Note 1: This requirement does not apply in cases where data is not defined as being private according to the applicable privacy policy or where there is no applicable privacy policy. Note 2: Non-private output might be preferred when closed functionality is used, for example, in the privacy of the user's home. A warning highlighting privacy concerns might be appropriate to ensure that the user has made an informed choice.</p>	<p>Not Applicable</p>	
<p>5.1.3.10 Non-interfering audio output: Where auditory output is provided as non-visual access to closed functionality, the ICT shall not automatically play, at the same time, any interfering audible output that lasts longer than three seconds.</p>	<p>Not Applicable</p>	
<p>5.1.3.11 Private listening volume: Where auditory output is provided as non-visual access to closed functionality and is delivered through a mechanism for private listening, ICT shall provide at least one non-visual mode of operation for controlling the volume.</p>	<p>Not Applicable</p>	
<p>5.1.3.12 Speaker volume: Where auditory output is provided as non-visual access to closed functionality and is delivered through speakers on ICT, a non-visual incremental volume control shall be provided with</p>	<p>Not Applicable</p>	

<p>output amplification up to a level of at least 65 dBA (-29 dBP_aA).</p> <p>NOTE: For noisy environments, 65 dBA may not be sufficient.</p>		
<p>5.1.3.13 Volume reset:</p> <p>Where auditory output is provided as non-visual access to closed functionality, a function that resets the volume to be at a level of 65 dBA or less after every use, shall be provided, unless the ICT is dedicated to a single user.</p> <p>NOTE: A feature to disable the volume reset function may be provided in order to enable the single-user exception to be met.</p>	Not Applicable	
<p>5.1.3.14 Spoken languages:</p> <p>Where speech output is provided as non-visual access to closed functionality, speech output shall be in the same human language as the displayed content provided, except:</p> <p>a) for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text;</p> <p>b) where the content is generated externally and not under the control of the ICT vendor, clause 5.1.3.14 shall not be required to apply for languages not supported by the ICT's speech synthesizer;</p> <p>c) for displayed languages that cannot be selected using non-visual access;</p> <p>d) where the user explicitly selects a speech language that is different from the language of the displayed content.</p>	Not Applicable	
<p>5.1.3.15 Non-visual error identification:</p> <p>Where speech output is provided as non-visual access to closed functionality and an input error is automatically detected, speech output shall identify and describe the item that is in error.</p>	Not Applicable	
<p>5.1.3.16 Receipts, tickets, and transactional outputs:</p>	Not Applicable	

<p>Where ICT is closed to visual access and provides receipts, tickets or other outputs as a result of a self-service transaction, speech output shall be provided which shall include all information necessary to complete or verify the transaction. In the case of ticketing machines, printed copies of itineraries and maps shall not be required to be audible. NOTE: The speech output may be provided by any element of the total ICT system.</p>		
<p>5.1.4 Functionality closed to text enlargement (refer to the Standards for complete text of this criteria and formula): Where any functionality of ICT is closed to the text enlargement features of platform or assistive technology, the ICT shall provide a mode of operation where the text and images of text necessary for all functionality is displayed in such a way that a non-accented capital "H" subtends an angle of at least 0,7 degrees at a viewing distance specified by the supplier. The subtended angle, in degrees, may be calculated from: [formula]Where:</p> <ul style="list-style-type: none"> • is the subtended angle in degrees • H is the height of the text • D is the viewing distance • D and H are expressed in the same units <p>Note 1: The intent is to provide a mode of operation where text is large enough to be used by most users with low vision.</p>	<p>Not Applicable</p>	
<p>5.1.5 Visual output for auditory information: Where pre-recorded auditory information is needed to enable the use of closed functions of ICT, the ICT shall provide visual information that is equivalent to the pre-recorded auditory output. Note: This visual information can take the form of captions or text transcripts.</p>	<p>Not Applicable</p>	
<p>5.1.6 Operation without keyboard interface</p>	<p><i>Heading cell – no response required</i></p>	<p><i>Heading cell – no response required</i></p>

<p>5.1.6.1 Closed functionality: <i>Where ICT functionality is closed to keyboards or keyboard interfaces, all functionality shall be operable without vision as required by clause 5.1.3.</i></p>	<p>See 5.1.3.1 through 5.1.3.16</p>	<p>See information in 5.1.3.1 through 5.1.3.16</p>
<p>5.1.6.2 Input focus: Where ICT functionality is closed to keyboards or keyboard interfaces and where input focus can be moved to a user interface element, it shall be possible to move the input focus away from that element using the same mechanism, in order to avoid trapping the input focus.</p>	<p>Not Applicable</p>	
<p>5.2 Activation of accessibility features: Where ICT has documented accessibility features, it shall be possible to activate those documented accessibility features that are required to meet a specific need without relying on a method that does not support that need.</p>	<p>Not Applicable</p>	
<p>5.3 Biometrics: Where ICT uses biological characteristics, it shall not rely on the use of a particular biological characteristic as the only means of user identification or for control of ICT. Note 1: Alternative means of user identification or for control of ICT could be non-biometric or biometric. Note 2: Biometric methods based on dissimilar biological characteristics increase the likelihood that individuals with disabilities possess at least one of the specified biological characteristics. Examples of dissimilar biological characteristics are fingerprints, eye retinal patterns, voice, and face.</p>	<p>Not Applicable</p>	
<p>5.4 Preservation of accessibility information during conversion: Where ICT converts information or communication it shall preserve all documented non-proprietary information that is provided for accessibility, to the extent that such information can be contained in or supported by the destination format.</p>	<p>Not Applicable</p>	

5.5 Operable parts	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>5.5.1 Means of operation: Where ICT has operable parts that require grasping, pinching, or twisting of the wrist to operate, an accessible alternative means of operation that does not require these actions shall be provided.</p>	Not Applicable	
<p>5.5.2 Operable parts discernibility: Where ICT has operable parts, it shall provide a means to discern each operable part, without requiring vision and without performing the action associated with the operable part. Note: One way of meeting this requirement is by making the operable parts tactilely discernible.</p>	Not Applicable	
5.6 Locking or toggle controls	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>5.6.1 Tactile or auditory status: Where ICT has a locking or toggle control and that control is visually presented to the user, the ICT shall provide at least one mode of operation where the status of the control can be determined either through touch or sound without operating the control. Note 1: Locking or toggle controls are those controls that can only have two or three states and that keep their state while being used. Note 2: An example of a locking or toggle control is the "Caps Lock" key found on most keyboards. Another example is the volume button on a pay telephone, which can be set at normal, loud, or extra loud volume.</p>	Not Applicable	
<p>5.6.2 Visual status: Where ICT has a locking or toggle control and the control is non-visually presented to the user, the ICT shall provide at least one mode of operation where the status of the control can be visually determined when the control is presented.</p>	Not Applicable	

<p>Note 1: Locking or toggle controls are those controls that can only have two or three states and that keep their state while being used.</p> <p>Note 2: An example of a locking or toggle control is the "Caps Lock" key found on most keyboards. An example of making the status of a control determinable is a visual status indicator on a keyboard.</p>		
<p>5.7 Key repeat: Where ICT has a key repeat function that cannot be turned off:</p> <p>a) the delay before the key repeat shall be adjustable to at least 2 seconds; and</p> <p>b) the key repeat rate shall be adjustable down to one character per 2 seconds.</p>	Not Applicable	
<p>5.8 Double-strike key acceptance: Where ICT has a keyboard or keypad, the delay after any keystroke, during which an additional key-press will not be accepted if it is identical to the previous keystroke, shall be adjustable up to at least 0,5 seconds.</p>	Not Applicable	
<p>5.9 Simultaneous user actions: Where ICT uses simultaneous user actions for its operation, such ICT shall provide at least one mode of operation that does not require simultaneous user actions to operate the ICT. NOTE: Having to use both hands to open the lid of a laptop, having to press two or more keys at the same time or having to touch a surface with more than one finger are examples of simultaneous user actions.</p>	Not Applicable	

Chapter [6: ICT with Two-Way Voice Communication](#)

Notes: Plagiarism Extension does not offer two-way voice communication, therefore, this chapter does not apply.

Criteria	Conformance Level	Remarks and Explanations
<p>6.1 Audio bandwidth for speech: Where ICT provides two-way voice communication, in order to provide good audio quality, that ICT shall be able to encode and decode two-way voice communication with a frequency range with an upper limit of at least 7 000 Hz. Note 1: For the purposes of interoperability, support of Recommendation ITU-T G.722 [i.21] is widely used. Note 2: Where codec negotiation is implemented, other standardized codecs such as Recommendation ITU-T G.722.2 [i.22] are sometimes used so as to avoid transcoding.</p>	Not Applicable	
<p>6.2 Real-time text (RTT) functionality</p>	Heading cell – no response required	Heading cell – no response required
<p>6.2.1.1 RTT communication: Where ICT supports two-way voice communication in a specified context of use, the ICT shall allow a user to communicate with another user by RTT. Note 1: The RTT capability can be provided as a factory default or added later. Note 2: Provision of RTT may require additional service provision, additional hardware and/or software which may be provided separately or together.</p>	Not Applicable	
<p>6.2.1.2 Concurrent voice and text: Where ICT supports two-way voice communication in a specified context of use, and enables a user to communicate with another user by RTT, it shall provide a mechanism to select a mode of operation which allows concurrent voice and text. Note: The availability of voice and RTT running concurrently can allow the RTT to replace or support voice and transfer additional information such as numbers, currency amounts and spelling of names.</p>	Not Applicable	
<p>6.2.2.1 Visually distinguishable display:</p>	Not Applicable	

<p>Where ICT has RTT send and receive capabilities, displayed sent text shall be visually differentiated from and separated from received text.</p>		
<p>6.2.2.2 Programmatically determinable send and receive direction: Where ICT has RTT send and receive capabilities, the send/receive direction of transmitted text shall be programmatically determinable, unless the RTT has closed functionality. NOTE: The intent of this clause is to enable screen readers to be able to distinguish between incoming text and outgoing text when used with RTT functionality.</p>	Not Applicable	
<p>6.2.3 Interoperability: Where ICT with RTT functionality interoperates with other ICT with RTT functionality (as required by clause 6.2.1.1) they shall support at least one of the four RTT interoperability mechanisms described below: a) ICT interoperating over the Public Switched Telephone Network (PSTN), with other ICT that directly connects to the PSTN as described in Recommendation ITU-T V.18 [i.23] or any of its annexes for text telephony signals at the PSTN interface; b) ICT interoperating with other ICT using VOIP with Session Initiation Protocol (SIP) and using real-time text that conforms to IETF RFC 4103 [i.13]; c) ICT interoperating with other ICT using RTT that conforms with the IP Multimedia Sub-System (IMS) set of protocols specified in ETSI TS 126 114 [i.10], ETSI TS 122 173 [i.11] and ETSI TS 134 229 [i.12]; d) ICT interoperating with other ICT using a relevant and applicable common specification for RTT exchange that is published and available. This common specification shall</p>	Not Applicable	

include a method for indicating loss or corruption of characters.		
<p>6.2.4 Real-time text responsiveness: Where ICT utilises RTT input, that RTT input shall be transmitted to the ICT network supporting RTT within 1 second of the input entry.</p> <p>Note 1: Input entry is considered to have occurred when sufficient user input has occurred for the ICT to establish which character(s) to send.</p> <p>Note 2: Input entry will differ between systems where text is entered on a word-by-word basis (e.g. speech-to-text and predictive-text based systems) and systems where each character is separately generated.</p>	Not Applicable	
<p>6.3 Caller ID: Where ICT provides caller identification or similar telecommunications functions are provided, the caller identification and similar telecommunications functions shall be available in text form and in at least one other modality.</p>	Not Applicable	
<p>6.4 Alternatives to voice-based services: Where ICT provides real-time voice-based communication and also provides voice mail, auto-attendant, or interactive voice response facilities, the ICT should offer users a means to access the information and carry out the tasks provided by the ICT without the use of hearing or speech.</p> <p>Note: Solutions capable of handling audio, real-time text and video media could satisfy the above requirement.</p>	Not Applicable	
6.5 Video communication	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>6.5.1 General (informative): <i>Clause 6.5 (Video communications) provides performance requirements that support users who communicate using sign language and lip-reading. For these users, good usability is achieved with Common Intermediate Format (CIF) resolution, a frame rate of 20 frames per second and over, with a time</i></p>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>

<p><i>difference between speech audio and video that does not exceed 100 ms.</i></p> <p><i>When the resolution is reduced to Quarter Common Intermediate Format (QCIF) and the frame rate drops to 12 frames per second the communication is still usable with some restrictions.</i></p> <p><i>A lower resolution causes less disturbance to the perception of sign language and lip-reading than that caused by a lower frame rate.</i></p> <p><i>Delay can be a problem in video communication. Overall delay values below 0,4 s are preferred, with an increase in preference down to 0,1 s. Values over 0,8 s are felt to hinder a good sign conversation. Overall delay depends on multiple factors, including e.g. network delay and video processing. For this reason, a testable requirement on minimum values for overall delay cannot be produced.</i></p>		
<p>6.5.2 Resolution:</p> <p>Where ICT that provides two-way voice communication includes real-time video functionality, the ICT:</p> <p>a) shall support at least QCIF resolution;</p> <p>b) should preferably support at least CIF resolution.</p>	Not Applicable	
<p>6.5.3 Frame rate:</p> <p>Where ICT that provides two-way voice communication includes real-time video functionality, the ICT:</p> <p>a) shall support a frame rate of at least 12 frames per second (FPS);</p> <p>b) should preferably support a frame rate of at least 20 frames per second (FPS) with or without sign language in the video stream.</p>	Not Applicable	
<p>6.5.4 Synchronization between audio and video:</p> <p>Where ICT that provides two-way voice communication includes real-time video functionality, the ICT should ensure a</p>	Not Applicable	

maximum time difference of 100 ms between the speech and video presented to the user.		
6.6 Alternatives to video-based services: This success criteria meets completely by the TDS Application.	Heading cell – no response required	Heading cell – no response required

Chapter [7: ICT with Video Capabilities](#)

Notes: No video content is available, therefore, this chapter does not apply

Criteria	Conformance Level	Remarks and Explanations
7.1 Caption processing technology	Heading cell – no response required	Heading cell – no response required
7.1.1 Captioning playback: Where ICT displays video with synchronized audio, it shall have a mode of operation to display the available captions. Where closed captions are provided as part of the content, the ICT shall allow the user to choose to display the captions. Note: Captions may contain information about timing, colour and positioning. This caption data is important for caption users. Timing is used for caption synchronization. Colour can be used for speaker identification. Position can be used to avoid obscuring important information.	Not Applicable	
7.1.2 Captioning synchronization: Where ICT displays captions, the mechanism to display captions shall preserve synchronization between the audio and the corresponding captions.	Not Applicable	
7.1.3 Preservation of captioning: Where ICT transmits, converts or records video with synchronized audio, it shall preserve caption data such that it can be displayed in a manner consistent with clauses 7.1.1 and 7.1.2.	Not Applicable	

<p>Additional presentational aspects of the text such as screen position, text colours, text style and text fonts may convey meaning, based on regional conventions. Altering these presentational aspects could change the meaning and should be avoided wherever possible.</p>		
<p>7.2.1 Audio description playback</p>	<p>Not Applicable</p>	
<p>7.2.2 Audio description synchronization: Where ICT displays video with synchronized audio, it shall provide a mechanism to select and play available audio description to the default audio channel. Where video technologies do not have explicit and separate mechanisms for audio description, an ICT is deemed to satisfy this requirement if the ICT enables the user to select and play several audio tracks. Note 1: In such cases, the video content can include the audio description as one of the available audio tracks. Note 2: Audio descriptions in digital media sometimes include information to allow descriptions that are longer than the gaps between dialogue. Support in digital media players for this "extended audio description" feature is useful, especially for digital media that is viewed personally.</p>	<p>Not Applicable</p>	
<p>7.2.3 Preservation of audio description: Where ICT transmits, converts, or records video with synchronized audio, it shall preserve audio description data such that it can be played in a manner consistent with clauses 7.2.1 and 7.2.2.</p>	<p>Not Applicable</p>	
<p>7.3 User controls for captions and audio description: Where ICT primarily displays materials containing video with associated audio content, user controls to activate subtitling and audio description shall be provided to the user at the same level of interaction (i.e. the number of steps to complete the task) as the primary media controls.</p>	<p>Not Applicable</p>	

<p>Note 1: Primary media controls are the set of controls that the user most commonly uses to control media.</p> <p>Note 2: Products that have a general hardware volume control, such as a telephone, or a laptop which can be configured to display video through software but which is not its primary purpose, would not need dedicated hardware controls for captions and descriptions; however software controls, or hardware controls mapped through software, would need to be at the same level of interaction.</p> <p>Note 3: It is best practice for ICT to include additional controls enabling the user to select whether captions and audio description are turned on or off by default.</p>		
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Chapter [8: Hardware](#)

Notes: The ICT covered by this VPAT is not hardware. As such, the requirements of this chapter does not apply.

Chapter [9: Web](#) (see WCAG 2.1 section)

Notes:

Chapter [10: Non-web Documents](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
10.0 General	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
10.1.1.1 through 10.4.1.3	See WCAG 2.x section	See information in WCAG section
10.5 Caption positioning: Where ICT is a non-web document that contains synchronized media with captions, the captions should not obscure relevant information in the synchronized media.	Not Applicable	

<p>10.6 Audio description timing: Where ICT is a non-web document that contains synchronized media with audio description, the audio description should not interfere with relevant audio information in the synchronized media.</p>	Not Applicable	
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Chapter [11: Software](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
11.0 General	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
11.1.1.1 through 11.4.1.3	See WCAG 2.x section	See information in WCAG section
11.5 Interoperability with assistive technology	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
11.5.1 Closed functionality (informative): <i>Where the closed functionality of software conforms to clause 5.1 (Closed functionality) it shall not be required to conform with clause 11.5.2 to clause 11.5.2.17.</i>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
11.5.2 Accessibility services	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
11.5.2.1 Platform accessibility service support for software that provides a user interface: <i>Platform software shall provide a set of documented platform services that enable software that provides a user interface running on the platform software to interoperate with assistive technology.</i> <i>Platform software should support requirements 11.5.2.5 to 11.5.2.17 except that, where a user interface concept that corresponds to one of the clauses 11.5.2.5 to 11.5.2.17 is not supported within the software environment, these requirements are not applicable. For example, selection attributes from 11.5.2.14 (Modification of focus and selection attributes) may not exist in environments that do not allow</i>	See 11.3.2.5 through 11.3.2.17	See information in 11.3.2.5 through 11.3.2.17

<i>selection, which is most commonly associated with copy and paste.</i>		
11.5.2.2 Platform accessibility service support for assistive technologies	See 11.3.2.5 through 11.3.2.17	See information in 11.3.2.5 through 11.3.2.17
<p>11.5.2.3 Use of accessibility services: Where the software provides a user interface it shall use the applicable documented platform accessibility services. If the documented platform accessibility services do not allow the software to meet the applicable requirements of clauses 11.5.2.5 to 11.5.2.17, then software that provides a user interface shall use other documented services to interoperate with assistive technology. Note: The term "documented platform accessibility services" refers to the set of services provided by the platform according to clauses 11.5.2.1 and 11.5.2.2. It is best practice to develop software using toolkits that automatically implement the underlying platform accessibility services.</p>	Not Applicable	This is not a platform software
<p>11.5.2.4 Assistive technology: Where the ICT is assistive technology it shall use the documented platform accessibility services. Note 1: The term "documented platform accessibility services" refers to the set of services provided by the platform according to clauses 11.5.2.1 and 11.5.2.2. Note 2: Assistive technology can also use other documented accessibility services.</p>	Not Applicable	This is not a platform software
<p>11.5.2.5 Object information: Where the software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make the user interface elements' role, state(s), boundary, name, and description programmatically determinable by assistive technologies.</p>	Not Applicable	This is not a platform software
11.5.2.6 Row, column, and headers:	Not Applicable	This is not a platform software

Where the software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make the row and column of each cell in a data table, including headers of the row and column if present, programmatically determinable by assistive technologies.		
11.5.2.7 Values: Where the software provides a user interface, it shall, by using the services as described in clause 11.5.2.3, make the current value of a user interface element and any minimum or maximum values of the range, if the user interface element conveys information about a range of values, programmatically determinable by assistive technologies.	Not Applicable	This is not a platform software
11.5.2.8 Label relationships: Where the software provides a user interface it shall expose the relationship that a user interface element has as a label for another element, or of being labelled by another element, using the services as described in clause 11.5.2.3, so that this information is programmatically determinable by assistive technologies.	Not Applicable	This is not a platform software
11.5.2.9 Parent-child relationships: Where the software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make the relationship between a user interface element and any parent or children elements programmatically determinable by assistive technologies.	Not Applicable	This is not a platform software
11.5.2.10 Text: Where the software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make the text contents, text attributes, and the boundary of text rendered to the screen programmatically determinable by assistive technologies.	Not Applicable	This is not a platform software
11.5.2.11 List of available actions:	Not Applicable	This is not a platform software

<p>Where the software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make a list of available actions that can be executed on a user interface element, programmatically determinable by assistive technologies.</p>		
<p>11.5.2.12 Execution of available actions: Where permitted by security requirements, software that provides a user interface shall, by using the services as described in clause 11.5.2.3, allow the programmatic execution of the actions exposed according to clause 11.5.2.11 by assistive technologies. Note 1: In some cases the security requirements imposed on a software product may forbid external software from interfering with the ICT product. Examples of systems under strict security requirements are systems dealing with intelligence activities, cryptologic activities related to national security, command and control of military forces. Note 2: Assistive technologies may be required to maintain the same level of security as the standard input mechanisms supported by the platform.</p>	Not Evaluated	This is not a platform software
<p>11.5.2.13 Tracking of focus and selection attributes: Where software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make information and mechanisms necessary to track focus, text insertion point, and selection attributes of user interface elements programmatically determinable by assistive technologies.</p>	Not Applicable	This is not a platform software
<p>11.5.2.14 Modification of focus and selection attributes: Where permitted by security requirements, software that provides a user interface shall, by using the services as described in clause 11.5.2.3, allow assistive technologies to programmatically modify focus, text insertion point, and selection attributes of user interface elements where the user can modify these items.</p>	Not Applicable	This is not a platform software

<p>Note 1: In some cases the security requirements imposed on a software product may forbid external software from interfering with the ICT product and so this requirement would not apply. Examples of systems under strict security requirements are systems dealing with intelligence activities, cryptologic activities related to national security, command and control of military forces.</p> <p>Note 2: Assistive technologies may be required to maintain the same level of security as the standard input mechanisms supported by the platform.</p>		
<p>11.5.2.15 Change notification: Where software provides a user interface it shall, by using the services as described in clause 11.5.2.3, notify assistive technologies about changes in those programmatically determinable attributes of user interface elements that are referenced in requirements 11.5.2.5 to 11.5.2.11 and 11.5.2.13.</p>	Not Applicable	This is not a platform software
<p>11.5.2.16 Modifications of states and properties: Where permitted by security requirements, software that provides a user interface shall, by using the services as described in clause 11.5.2.3, allow assistive technologies to programmatically modify states and properties of user interface elements, where the user can modify these items.</p> <p>Note 1: In some cases the security requirements imposed on a software product may forbid external software from interfering with the ICT product and so this requirement would not apply. Examples of systems under strict security requirements are systems dealing with intelligence activities, cryptologic activities related to national security, command and control of military forces.</p> <p>Note 2: Assistive technologies may be required to maintain the same level of security as the standard input mechanisms supported by the platform.</p>	Not Applicable	This is not a platform software

<p>11.5.2.17 Modifications of values and text: Where permitted by security requirements, software that provides a user interface shall, by using the services as described in clause 11.5.2.3, allow assistive technologies to modify values and text of user interface elements using the input methods of the platform, where a user can modify these items without the use of assistive technology.</p> <p>Note 1: In some cases the security requirements imposed on a software product may forbid external software from interfering with the ICT product and so this requirement would not apply. Examples of systems under strict security requirements are systems dealing with intelligence activities, cryptologic activities related to national security, command and control of military forces.</p> <p>Note 2: Assistive technologies may be required to maintain the same level of security as the standard input mechanisms supported by the platform.</p>	Not Applicable	This is not a platform software
<p>11.6 Documented accessibility usage:</p>	Heading cell – no response required	Heading cell – no response required
<p>11.6.1 User control of accessibility features: Where software is a platform it shall provide sufficient modes of operation for user control over those platform accessibility features documented as intended for users.</p>	Not Applicable	
<p>11.6.2 No disruption of accessibility features: Where software provides a user interface it shall not disrupt those documented accessibility features that are defined in platform documentation except when requested to do so by the user during the operation of the software.</p>	Does not Support	Change in the contrast setting under “Ease of Access” is not honored by this browser extension
<p>11.7 User preferences: Where software provides a user interface it shall provide sufficient modes of operation that use user preferences for platform settings for colour, contrast, font type, font size, and</p>	Partially Supports	Change in the contrast setting under “Ease of Access” is not honored by this browser extension

focus cursor except for software that is designed to be isolated from its underlying platforms.		Change in “Magnifier” setting under “Ease of Access” is honored by this browser extension, thus it changes the text size.
11.8 Authoring tools	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
11.8.1 Content technology: <i>Authoring tools shall conform to clauses 11.8.2 to 11.8.5 to the extent that information required for accessibility is supported by the format used for the output of the authoring tool.</i>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
11.8.2 Accessible content creation (if not authoring tool, enter “not applicable”): Authoring tools shall enable and guide the production of content that conforms to clauses 9 (Web content) or 10 (Non-Web content) as applicable. Note: Authoring tools may rely on additional tools where conformance with specific requirements is not achievable by a single tool. For example, a video editing tool may enable the creation of video files for distribution via broadcast television and the web but authoring of caption files for multiple formats may be provided by a different tool.	Plagiarism Extension is not an authoring tool, thus this section is not applicable.	See information in WCAG section
11.8.3 Preservation of accessibility information in transformations: If the authoring tool provides restructuring transformations or re-coding transformations, then accessibility information shall be preserved in the output if equivalent mechanisms exist in the content technology of the output. Note 1: Restructuring transformations are transformations in which the content technology stays the same, but the structural features of the content are changed (e.g. linearizing tables, splitting a document into pages). Note 2: Re-coding transformations are transformations in which the technology used to encode the content is changed.	Not Applicable	
11.8.4 Repair assistance:	Not Applicable	

If the accessibility checking functionality of an authoring tool can detect that content does not meet a requirement of clauses 9 (Web) or 10 (Non-web documents) as applicable, then the authoring tool shall provide repair suggestion(s).		
11.8.5 Templates: When an authoring tool provides templates, at least one template that supports the creation of content that conforms to the requirements of clauses 9 (Web) or 10 (Non-web documents) as applicable shall be available and identified as such.	Not Applicable	

Chapter [12: Documentation and Support Services](#)

Notes: Client provides supporting documents to customer only on request basis and that was not part of scope, thus not tested by Deque. **Client needs to fill this Chapter**

Criteria	Conformance Level	Remarks and Explanations
12.1 Product documentation	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
12.1.1 Accessibility and compatibility features: Product documentation provided with the ICT whether provided separately or integrated within the ICT shall list and explain how to use the accessibility and compatibility features of the ICT. Note: Accessibility and compatibility features include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.	Not Evaluated	
12.1.2 Accessible documentation: Product documentation provided with the ICT shall be made available in at least one of the following electronic formats: a) a Web format that conforms to the requirements of clause 9, or b) a non-web format that conforms to the requirements of clause 10.	See WCAG 2.x section	See information in WCAG section

<p>Note 1: This does not preclude the possibility of also providing the product documentation in other formats (electronic or printed) that are not accessible.</p> <p>Note 2: It also does not preclude the possibility of providing alternate formats that meet the needs of some specific type of users (e.g. Braille documents for blind people or easy-to-read information for persons with cognitive impairments).</p> <p>Note 3: Where the documentation is integral to the ICT it will be provided through the user interface which is accessible.</p> <p>Note 4: A user agent that supports automatic media conversion would be beneficial to enhancing accessibility.</p>		
<p>12.2 Support Services: 12.2.1 General (informative) <i>ICT support services include, but are not limited to: help desks, call centres, technical support, relay services and training services.</i></p>	Heading cell – no response required	Heading cell – no response required
<p>12.2.2 Information on accessibility and compatibility features: ICT support services shall provide information on the accessibility and compatibility features that are included in the product documentation. NOTE: Accessibility and compatibility features include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.</p>	Not Evaluated	
<p>12.2.3 Effective communication: ICT support services shall accommodate the communication needs of individuals with disabilities either directly or through a referral point.</p>	Not Evaluated	
<p>12.2.4 Accessible documentation: Documentation provided by support services shall be made available in at least one of the following electronic formats: a) a Web format that conforms to clause 9; or b) a non-web format that conforms to clause 10.</p>	See WCAG 2.x section	See information in WCAG section

<p>Note 1: This does not preclude the possibility of also providing the documentation in other formats (electronic or printed) that are not accessible.</p> <p>NOTE 2: It also does not preclude the possibility of providing alternate formats that meet the needs of some specific type of users (e.g. Braille documents for blind people or easy-to-read information for persons with cognitive impairments).</p> <p>Note 3: A user agent that supports automatic media conversion would be beneficial to enhancing accessibility.</p>		
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Chapter [13: ICT Providing Relay or Emergency Service Access](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>13.1 Relay services requirements:</p> <p>13.1.1 General (informative)</p> <p><i>Relay services enable users of different modes of communication e.g. text, sign, speech, to interact remotely through ICT with two-way communication by providing conversion between the modes of communication, normally by a human operator.</i></p> <p><i>It is best practice to meet the applicable relay service requirements of ETSI ES 202 975 [i.5].</i></p>	<p><i>Heading cell – no response required</i></p>	<p><i>Heading cell – no response required</i></p>
<p>13.1.2 Text relay services:</p> <p>Where ICT is intended to provide a text relay service, the text relay service shall enable text users and speech users to interact by providing conversion between the two modes of communication.</p>	<p>Not Applicable</p>	
<p>13.1.3 Sign relay services:</p> <p>Where ICT is intended to provide a sign relay service, the sign relay service shall enable sign language users and speech</p>	<p>Not Applicable</p>	

<p>users to interact by providing conversion between the two modes of communication.</p> <p>Note: Sign relay services are also sometimes referred to as sign language relay services or video relay services.</p>		
<p>13.1.4 Lip-reading relay services: Where ICT is intended to provide a lip-reading relay service, the lip-reading service shall enable lip-readers and voice telephone users to interact by providing conversion between the two modes of communication.</p>	Not Applicable	
<p>13.1.5 Captioned telephony services: Where ICT is intended to provide a captioned telephony service, the captioned telephony service shall assist a deaf or hard of hearing user in a spoken dialogue by providing text captions translating the incoming part of the conversation.</p>	Not Applicable	
<p>13.1.6 Speech to speech relay services: Where ICT is intended to provide a speech to speech relay service, the speech to speech relay service shall enable speech or cognitively impaired telephone users and any other user to communicate by providing assistance between them.</p>	Not Applicable	
<p>13.2 Access to relay services: Where ICT systems support two-way communication and a set of relay services for such communication is specified, access to those relay services shall not be prevented for outgoing and incoming calls.</p> <p>Note 1: Two-way communication may include voice, real-time text, or video, singly or in combinations supported by both the relay service and the ICT system.</p> <p>Note 2: The purpose of this requirement is to achieve functionally equivalent communication access by persons with disabilities.</p>	Not Applicable	
<p>13.3 Access to emergency services: Where ICT systems support two-way communication and a set of emergency services for such communication is</p>	Not Applicable	

<p>specified, access to those emergency services shall not be prevented for outgoing and incoming calls.</p> <p>Note 1: Two-way communication may include voice, real-time text, or video, singly or in combinations supported by both the emergency service and the ICT system.</p> <p>Note 2: The purpose of this requirement is to achieve functionally equivalent communication access to the emergency service by persons with disabilities.</p>		
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Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition

CONFIDENTIAL - DRAFT

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Voluntary Product Accessibility Template® (VPAT®)

Revised Section 508 Edition

Version 2.3 (Revised) - April 2019

Table Information for VPAT® Readers

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply or deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

Proctorio Accessibility Conformance Report

Revised Section 508 Edition

VPAT® Version 2.3 (Revised) – April 2019

Name of Product/Version: Plagiarism Extension

Product Description :

Proctorio's Originality Verification product scans for similarity to other documents from across the web, as well as within an institution's locally stored repository. It captures symbols, images and characters and the suspicious text is highlighted for easy identification and review.

The scope of this VPAT is restricted to Specific browser extension applied on the page listed in the table below.

This application was accessed using Proctorio's Canvas Environment

Id#	Web Page / Screen / Document Identifier	Location / URL
1	Web Browser Extension	Proctorio's Canvas Environment

Date : December 2019
Contact information : accessibility@proctorio.com
Notes :

This VPAT has been created by Deque Systems Inc upon completion of an accessibility evaluation based on an agreed statement of work. Validation testing performed between *November 6, 2019* and *December 4th, 2019* was limited only to evaluation of specific accessibility issues that were already reported.

Evaluation Methods Used:

A combination of automated and manual testing techniques were employed for the accessibility assessment, details are as below:

*Automation used aXe core rule engine 3.3

*Manual assessment based on Windows 10 – Chrome- NVDA.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)

Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.1 Level AAA.

WCAG 2.1 Report

Tables 1 and 2 also document conformance with:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.1.1 Non-text Content (Level A) All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below.</p> <p>Controls, Input If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Success Criterion 4.1.2 for additional requirements for controls and content that accepts user input.)</p> <p>Time-Based Media If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for additional requirements for media.)</p> <p>Test If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content.</p> <p>Sensory If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content.</p> <p>CAPTCHA If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the</p>	<p>Supports</p>	<p>The default images provided within Plagiarism Extension have meaningful alternative (alt) text descriptions. Non-relevant or decorative images have “null” alt attributes or are inserted as a background image.</p>

<p>non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities.</p> <p>Decoration, Formatting, Invisible</p> <p>If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.</p>		
<p>1.2.1 Audio-only and Video-only (Prerecorded) (Level A)</p> <p>For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such:</p> <p>Prerecorded Audio-only</p> <p>An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</p> <p>Prerecorded Video-only</p> <p>Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the product.</p>
<p>1.2.2 Captions (Prerecorded) (Level A) Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the product.</p>
<p>1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the product.</p>

<p>1.3.1 Info and Relationships (Level A) Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.</p>	Supports	Plagiarism extension contains semantic markup (headings, lists, etc.) to designate headings and emphasized text.
<p>1.3.2 Meaningful Sequence (Level A) When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.</p>	Supports	Plagiarism extension is developed in meaningful and correct reading sequence order that can be programmatically determined
<p>1.3.3 Sensory Characteristics (Level A) Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound. NOTE For requirements related to color, refer to Guideline 1.4.</p>	Supports	Plagiarism extension content is provided in textual format
<p>1.4.1 Use of Color (Level A) Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. NOTE This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.</p>	Supports	
<p>1.4.2 Audio Control (Level A) If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. NOTE</p>	Not Applicable	There is no time-based media available in the current iteration of the product.

<p>Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>		
<p>2.1.1 Keyboard (Level A) Level A) All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. NOTE This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not. NOTE This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.</p>	Supports	Plagiarism extension supports standard keyboard navigation and input functions (such as pressing [Tab] to move between input fields, pressing the arrow keys to move between list items, and pressing [Space] or [Enter] to make selections).
<p>2.1.2 No Keyboard Trap (Level A) If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. NOTE</p>	Supports	Plagiarism extension supports standard keyboard navigation and ensures that keyboard users cannot be trapped in a subset of content. The keyboard focus is not locked or trapped at any section of extension.

<p>Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>		
<p>2.1.4 Character Key Shortcuts (Level A 2.1 only) f a keyboard shortcut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:</p> <p>Turn off A mechanism is available to turn the shortcut off;</p> <p>Remap A mechanism is available to remap the shortcut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc);</p> <p>Active only on focus The keyboard shortcut for a user interface component is only active when that component has focus.</p>	<p>Not Applicable</p>	<p>There are no character key shortcuts used in the current iteration of the product</p>
<p>2.2.1 Timing Adjustable (Level A) For each time limit that is set by the content, at least one of the following is true:</p> <p>Turn off The user is allowed to turn off the time limit before encountering it; or</p> <p>Adjust The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</p> <p>Extend The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for</p>	<p>Not Applicable</p>	<p>Time alert functionality is not applicable to Plagiarism extension</p>

<p>example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</p> <p>Real-time Exception The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</p> <p>Essential Exception The time limit is essential and extending it would invalidate the activity; or</p> <p>20 Hour Exception The time limit is longer than 20 hours.</p> <p>NOTE This success criterion helps ensure that users can complete tasks without unexpected changes in content or context that are a result of a time limit. This success criterion should be considered in conjunction with Success Criterion 3.2.1, which puts limits on changes of content or context as a result of user action.</p>		
<p>2.2.2 Pause, Stop, Hide (Level A) For moving, blinking, scrolling, or auto-updating information, all of the following are true:</p> <p>Moving, blinking, scrolling For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and</p> <p>Auto-updating For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a</p>	<p>Not Applicable</p>	<p>There is no moving, blinking, scrolling, or auto-updating information available in the current iteration of the product.</p>

<p>mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</p> <p>NOTE For requirements related to flickering or flashing content, refer to Guideline 2.3.</p> <p>NOTE Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p> <p>NOTE Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.</p> <p>NOTE An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.</p>		
<p>2.3.1 Three Flashes or Below Threshold (Level A) Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.</p> <p>NOTE Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content</p>	<p>Not Applicable</p>	<p>Extension does not contain a part that flashes more than three times in one second.</p>

on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.		
2.4.1 Bypass Blocks (Level A) A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.	Supports	
2.4.2 Page Titled (Level A) Web pages have titles that describe topic or purpose.	Not Applicable	Title of the page is not applicable for Plagiarism extension
2.4.3 Focus Order (Level A) If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.	Supports	All the controls are navigated sequentially by tabbing through various inputs & labels. The user controls receive keyboard focus in the same tab order in which they are presented visually on the Extension
2.4.4 Link Purpose (In Context) (Level A) The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.	Supports	All link elements within Extension provide a purpose through the linked text itself .
2.5.1 Pointer Gestures (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential. NOTE This requirement applies to web content that interprets pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).	Not Applicable	No such content available in the current iteration of the product
2.5.2 Pointer Cancellation (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for	Not Applicable	No such content available in the current iteration of the product

operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential.		
2.5.3 Label in Name (Level A 2.1 only) For user interface components with labels that include text or images of text, the name contains the text that is presented visually.	Supports	
2.5.4 Motion Actuation (Level A 2.1 only) Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when: Supported Interface The motion is used to operate functionality through an accessibility supported interface; Essential The motion is essential for the function and doing so would invalidate the activity.	Not Applicable	No such content available in the current iteration of the product
3.1.1 Language of Page (Level A) The default human language of each Web page can be programmatically determined.	Supports	
3.2.1 On Focus (Level A) When any user interface component receives focus, it does not initiate a change of context.	Supports	
3.2.2 On Input (Level A) Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component.	Supports	
3.3.1 Error Identification (Level A) If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.	Supports	

<p>3.3.2 Labels or Instructions (Level A) Labels or instructions are provided when content requires user input.</p>	Supports	
<p>4.1.1 Parsing (Level A) In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.</p> <p>NOTE Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.</p>	Supports	
<p>4.1.2 Name, Role, Value (Level A) For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.</p> <p>NOTE This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.</p>	Supports	

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.2.4 Captions (Live) (Level AA) Captions are provided for all live audio content in synchronized media.</p>	Not Applicable	There is no time-based media available in the current iteration of the product.
<p>1.2.5 Audio Description (Prerecorded) (Level AA) Audio description is provided for all prerecorded video content in synchronized media.</p>	Not Applicable	There is no time-based media available in the current iteration of the product.
<p>1.3.4 Orientation (Level AA 2.1 only) Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is essential.</p> <p>NOTE Examples where a particular display orientation may be essential are a bank check, a piano application, slides for a projector or television, or virtual reality content where binary display orientation is not applicable.</p>	Not Applicable	This product is not supported on mobile devices
<p>1.3.5 Identify Input Purpose (Level AA 2.1 only) The purpose of each input field collecting information about the user can be programmatically determined when:</p> <ul style="list-style-type: none"> ● The input field serves a purpose identified in the Input Purposes for User Interface Components section; and ● The content is implemented using technologies with support for identifying the expected meaning for form input data. 	Supports	
<p>1.4.3 Contrast (Minimum) (Level AA) The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following:</p> <p>Large Text</p>	Supports	

<p>Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</p> <p>Incidental Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</p> <p>Logotypes Text that is part of a logo or brand name has no contrast requirement.</p>		
<p>1.4.4 Resize text (Level AA) Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality.</p>	Supports	
<p>1.4.5 Images of Text (Level AA) If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following:</p> <p>Customizable The image of text can be visually customized to the user's requirements;</p> <p>Essential A particular presentation of text is essential to the information being conveyed.</p> <p>NOTE Logotypes (text that is part of a logo or brand name) are considered essential.</p>	Supports	
<p>1.4.10 Reflow (Level AA 2.1 only) Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:</p>	Supports	

<ul style="list-style-type: none"> • Vertical scrolling content at a width equivalent to 320 CSS pixels; • Horizontal scrolling content at a height equivalent to 256 CSS pixels. <p>Except for parts of the content which require two-dimensional layout for usage or meaning.</p> <p>NOTE Note: 320 CSS pixels is equivalent to a starting viewport width of 1280 CSS pixels wide at 400% zoom. For web content which are designed to scroll horizontally (e.g. with vertical text), the 256 CSS pixels is equivalent to a starting viewport height of 1024px at 400% zoom.</p> <p>NOTE Examples of content which require two-dimensional layout are images, maps, diagrams, video, games, presentations, data tables, and interfaces where it is necessary to keep toolbars in view while manipulating content.</p>		
<p>1.4.11 Non-text Contrast (Level AA 2.1 only) The visual presentation of the following has a contrast ratio of at least 3:1 against adjacent color(s):</p> <p>User Interface Components Visual information required to identify user interface components and states, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;</p> <p>Graphical Objects Parts of graphics required to understand the content, except when a particular presentation of graphics is essential to the information being conveyed.</p>	Supports	
<p>1.4.12 Text Spacing (Level AA 2.1 only)</p>	Supports	

<p>In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all of the following and by changing no other style property:</p> <ul style="list-style-type: none"> • Line height (line spacing) to at least 1.5 times the font size; • Spacing following paragraphs to at least 2 times the font size; • Letter spacing (tracking) to at least 0.12 times the font size; • Word spacing to at least 0.16 times the font size. <p>Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script.</p>		
<p>1.4.13 Content on Hover or Focus (Level AA 2.1 only) Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:</p> <p>Dismissable A mechanism is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an input error or does not obscure or replace other content;</p> <p>Hoverable If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;</p> <p>Persistent</p>	<p>Supports</p>	

<p>The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid.</p> <p>Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.</p> <p>NOTE</p> <p>Examples of additional content controlled by the user agent include browser tooltips created through use of the HTML title attribute.</p> <p>NOTE</p> <p>Custom tooltips, sub-menus, and other nonmodal popups that display on hover and focus are examples of additional content covered by this criterion.</p>		
<p>2.4.5 Multiple Ways (Level AA) More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process.</p>	Supports	
<p>2.4.6 Headings and Labels (Level AA) Headings and labels describe topic or purpose.</p>	Supports	
<p>2.4.7 Focus Visible (Level AA) Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.</p>	Supports	
<p>3.1.2 Language of Parts (Level AA) The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.</p>	Supports	
<p>3.2.3 Consistent Navigation (Level AA) Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user.</p>	Supports	

<p>3.2.4 Consistent Identification (Level AA) Components that have the same functionality within a set of Web pages are identified consistently.</p>	Supports	
<p>3.3.3 Error Suggestion (Level AA) If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.</p>	Supports	
<p>3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true:</p> <p>Reversible Submissions are reversible.</p> <p>Checked Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</p> <p>Confirmed A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</p>	Supports	
<p>4.1.3 Status Messages (Level AA 2.1 only) In content implemented using markup languages, status messages can be programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus.</p>	Supports	

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes: Not applicable (Reference: E204.1 and E205.4 of Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements.

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision: Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.		
302.2 With Limited Vision: Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.		
302.3 Without Perception of Color: Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.		
302.4 Without Hearing: Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.		
302.5 With Limited Hearing: Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.		
302.6 Without Speech:		

Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.		
302.7 With Limited Manipulation: Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.		
302.8 With Limited Reach and Strength: Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.		
302.9 With Limited Language, Cognitive, and Learning Abilities: ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.		

Chapter 4: Hardware

Notes: The ICT covered by this VPAT is not hardware. As such, the requirements of this chapter do not apply.

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA: The requirements of Chapter 5 shall apply to software where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise	See WCAG 2.0 section	See information in WCAG section

<p>referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.</p> <p>EXCEPTION: Where Web applications do not have access to platform accessibility services and do not include components that have access to platform accessibility services, they shall not be required to conform to 502 or 503 provided that they conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.</p>		
<p>502 Interoperability with Assistive Technology.</p> <p>502.1 General.</p> <p><i>Software shall interoperate with assistive technology and shall conform to 502.</i></p>	Heading cell – no response required	Heading cell – no response required
<p>502.2.1 User Control of Accessibility Features:</p> <p>Platform software shall provide user control over platform features that are defined in the platform documentation as accessibility features.</p>	Not Applicable	
<p>502.2.2 No Disruption of Accessibility Features:</p> <p>Software shall not disrupt platform features that are defined in the platform documentation as accessibility features.</p>	Does not Support	Change in the contrast setting under “Ease of Access” is not honored by this browser extension
<p>502.3 Accessibility Services:</p> <p><i>Platform software and software tools that are provided by the platform developer shall provide a documented set of accessibility services that support applications running on the platform to interoperate with assistive technology and shall conform to 502.3. Applications that are also platforms shall expose the underlying platform accessibility services or implement other documented accessibility services.</i></p>	Heading cell – no response required	Heading cell – no response required
<p>502.3.1 Object Information:</p> <p>The object role, state(s), properties, boundary, name, and description shall be programmatically determinable.</p>	Not Applicable	
<p>502.3.2 Modification of Object Information:</p>	Not Applicable	

States and properties that can be set by the user shall be capable of being set programmatically, including through assistive technology.		
502.3.3 Row, Column, and Headers: If an object is in a data table, the occupied rows and columns, and any headers associated with those rows or columns, shall be programmatically determinable.	Not Applicable	
502.3.4 Values: Any current value(s), and any set or range of allowable values associated with an object, shall be programmatically determinable.	Not Applicable	
502.3.5 Modification of Values: Values that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Not Applicable	
502.3.6 Label Relationships: Any relationship that a component has as a label for another component, or of being labeled by another component, shall be programmatically determinable.	Not Applicable	
502.3.7 Hierarchical Relationships: Any hierarchical (parent-child) relationship that a component has as a container for, or being contained by, another component shall be programmatically determinable.	Not Applicable	
502.3.8 Text: The content of text objects, text attributes, and the boundary of text rendered to the screen, shall be programmatically determinable.	Not Applicable	
502.3.9 Modification of Text: Text that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Not Applicable	
502.3.10 List of Actions: A list of all actions that can be executed on an object shall be programmatically determinable.	Not Applicable	
502.3.11 Actions on Objects:	Not Applicable	

Applications shall allow assistive technology to programmatically execute available actions on objects.		
502.3.12 Focus Cursor: Applications shall expose information and mechanisms necessary to track focus, text insertion point, and selection attributes of user interface components.	Not Applicable	
502.3.13 Modification of Focus Cursor: Focus, text insertion point, and selection attributes that can be set by the user shall be capable of being set programmatically, including through the use of assistive technology.	Not Applicable	
502.3.14 Event Notification: Notification of events relevant to user interactions, including but not limited to, changes in the component's state(s), value, name, description, or boundary, shall be available to assistive technology.	Not Applicable	
502.4 Platform Accessibility Features: Platforms and platform software shall conform to the requirements in ANSI/HFES 200.2, Human Factors Engineering of Software User Interfaces — Part 2: Accessibility (2008) listed below: A. Section 9.3.3 Enable sequential entry of multiple (chorded) keystrokes; B. Section 9.3.4 Provide adjustment of delay before key acceptance; C. Section 9.3.5 Provide adjustment of same-key double-strike acceptance; D. Section 10.6.7 Allow users to choose visual alternative for audio output; E. Section 10.6.8 Synchronize audio equivalents for visual events; F. Section 10.6.9 Provide speech output services; and G. Section 10.7.1 Display any captions provided.	Not Applicable	
503 Applications.	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>

<i>503.1 General. Applications shall conform to 503.</i>		
<p>503.2 User Preferences: Applications shall permit user preferences from platform settings for color, contrast, font type, font size, and focus cursor. EXCEPTION: Applications that are designed to be isolated from their underlying platform software, including Web applications, shall not be required to conform to 503.2.</p>	Partially Supports	<p>Change in the contrast setting under “Ease of Access” is not honored by this browser extension</p> <p>Change in “Magnifier” setting under “Ease of Access” is honored by this browser extension, thus it changes the text size.</p>
<p>503.3 Alternative User Interfaces: Where an application provides an alternative user interface that functions as assistive technology, the application shall use platform and other industry standard accessibility services.</p>	Not Applicable	
<p>503.4 User Controls for Captions and Audio Description: Where ICT displays video with synchronized audio, ICT shall provide user controls for closed captions and audio descriptions conforming to 503.4.</p>	Heading cell – no response required	Heading cell – no response required
<p>503.4.1 Caption Controls: Where user controls are provided for volume adjustment, ICT shall provide user controls for the selection of captions at the same menu level as the user controls for volume or program selection.</p>	Not Applicable	There is no time-based media available in the current iteration of the product.
<p>503.4.2 Audio Description Controls: Where user controls are provided for program selection, ICT shall provide user controls for the selection of audio descriptions at the same menu level as the user controls for volume or program selection.</p>	Not Applicable	There is no time-based media available in the current iteration of the product.
<p>504 Authoring Tools. 504.1 General. <i>Where an application is an authoring tool, the application shall conform to 504 to the extent that information required for accessibility is supported by the destination format.</i></p>	Heading cell – no response required	Heading cell – no response required

<p>504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”): Authoring tools shall provide a mode of operation to create or edit content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 for all supported features and, as applicable, to file formats supported by the authoring tool. Authoring tools shall permit authors the option of overriding information required for accessibility. EXCEPTION: Authoring tools shall not be required to conform to 504.2 when used to directly edit plain text source code.</p>	<p>Not Applicable</p>	<p>Plagiarism Extension is not an authoring tool, thus this section is not applicable.</p>
<p>504.2.1 Preservation of Information Provided for Accessibility in Format Conversion: Authoring tools shall, when converting content from one format to another or saving content in multiple formats, preserve the information required for accessibility to the extent that the information is supported by the destination format.</p>	<p>Not Applicable</p>	
<p>504.2.2 PDF Export: Authoring tools capable of exporting PDF files that conform to ISO 32000-1:2008 (PDF 1.7) shall also be capable of exporting PDF files that conform to ANSI/AIIM/ISO 14289-1:2016 (PDF/UA-1).</p>	<p>Not Applicable</p>	
<p>504.3 Prompts: Authoring tools shall provide a mode of operation that prompts authors to create content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 for supported features and, as applicable, to file formats supported by the authoring tool.</p>	<p>Not Applicable</p>	
<p>504.4 Templates: Where templates are provided, templates allowing content creation that conforms to Level A and Level AA Success</p>	<p>Not Applicable</p>	

Criteria and Conformance Requirements in WCAG 2.0 shall be provided for a range of template uses for supported features and, as applicable, to file formats supported by the authoring tool.		
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Chapter 6: Support Documentation and Services

Notes: Client provides supporting documents to customer only on request basis and that was not part of scope, thus not tested by Deque. **Chapter 6 details must be filled in by client**

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope: <i>The technical requirements in Chapter 6 shall apply to ICT support documentation and services where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.</i>	Heading cell – no response required	Heading cell – no response required
602 Support Documentation. <i>602.1 General. Documentation that supports the use of ICT shall conform to 602.</i>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features: Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.	Not Evaluated	
602.3 Electronic Support Documentation: Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.	See WCAG 2.0 section	See information in WCAG section

<p>602.4 Alternate Formats for Non-Electronic Support Documentation: Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.</p>	Not Evaluated	
<p>603 Support Services. 603.1 General. ICT support services including, but not limited to, help desks, call centers, training services, and automated self-service technical support, shall conform to 603.</p>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>603.2 Information on Accessibility and Compatibility Features: ICT support services shall include information on the accessibility and compatibility features required by 602.2.</p>	Not Evaluated	
<p>603.3 Accommodation of Communication Needs: Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.</p>	Not Evaluated	

Pages / Documents That Do Not Support One or More Success Criteria

None.

Secure Exam Proctor Extension

Voluntary Product Accessibility Template® (VPAT®)
WCAG Edition

CONFIDENTIAL

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To Whom It May Concern,

February 20, 2020

This letter is being written to confirm that Proctorio Inc. had retained Deque Systems Inc. services to conduct a detailed assessment of Proctorio's LTI platform for conformance with the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) version 2.1, levels A and AA. In addition, Deque Systems Inc. provided a Voluntary Product Accessibility Template (VPAT) describing the conformance of the assessed content.

Sincerely,

A handwritten signature in blue ink that reads "Gregory S. Jones". The signature is fluid and cursive, with a horizontal line extending to the right.

Gregory S. Jones
Vice President, Services
Deque Systems Inc.

Voluntary Product Accessibility Template® (VPAT®)

WCAG Edition

Version 2.3 (Revised) - April 2019

Table Information for VPAT® Readers

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria, and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply or deemed by the customer as not applicable, the section is noted as such, and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross-reference to the data.

Proctorio Accessibility Conformance Report

WCAG Edition

VPAT® Version 2.3 (Revised) – April 2019

Name of Product/Version : Secure Exam Proctor extension

Product Description:

Proctorio is a tool created for accessibility. It enables you to take exams remotely while protecting the value of your online degree/certifications and helps to prevent financial aid fraud.

The scope of this VPAT is restricted to the specific browser extension applied on the page listed in the table below.

This application was accessed using Proctorio's LMS Environment

Id #	Web Page / Screen / Document Identifier	Location / URL
1	Instructions screen	Proctorio's LMS Environment
2	Exam - System Diagnostics Test screen	Proctorio's LMS Environment
3	Exam Agreement screen	Proctorio's LMS Environment
4	Quiz Tools (pop up modal)	Proctorio's LMS Environment

Report Date : March 9th, 2020

Contact information : accessibility@proctorio.com

Evaluation Methods Used:

A combination of automated and manual testing techniques were employed for the accessibility assessment, details are as below:

*Automation used aXe core rule engine 3.3

*Manual assessment based on Windows 10 – Chrome- NVDA.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partia**
- **lly Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.1 Report

Note: When reporting on conformance with the WCAG 2.1 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.1.1 Non-text Content (Level A) All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below.</p> <p>Controls, Input If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Success Criterion 4.1.2 for additional requirements for controls and content that accepts user input.)</p> <p>Time-Based Media If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for additional requirements for media.)</p> <p>Test If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content.</p> <p>Sensory If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content.</p> <p>CAPTCHA If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of</p>	<p>Supports</p>	<p>images provided within Secure Exam Proctor extension have meaningful alternative (alt) text descriptions. Non-relevant or decorative images have “null” alt attributes or are inserted as a background image.</p>

<p>CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities.</p> <p>Decoration, Formatting, Invisible</p> <p>If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.</p>		
<p>1.2.1 Audio-only and Video-only (Prerecorded) (Level A)</p> <p>For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such:</p> <p>Prerecorded Audio-only</p> <p style="padding-left: 40px;">An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</p> <p>Prerecorded Video-only</p> <p style="padding-left: 40px;">Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.</p>
<p>1.2.2 Captions (Prerecorded) (Level A) Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.</p>
<p>1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.</p>

<p>1.3.1 Info and Relationships (Level A) Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.</p>	Supports	m Proctor extension contains semantic markup (headings, lists, etc.) to designate headings and emphasized text.
<p>1.3.2 Meaningful Sequence (Level A) When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.</p>	Supports	Secure Exam Proctor extension is developed in meaningful and correct reading sequence order that can be programmatically determined.
<p>1.3.3 Sensory Characteristics (Level A) Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound.</p> <p>NOTE For requirements related to color, refer to Guideline 1.4.</p>	Supports	Secure Exam Proctor extension content is provided in textual format.
<p>1.4.1 Use of Color (Level A) Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p> <p>NOTE This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.</p>	Supports	Secure Exam Proctor extension product does not use content which is conveyed only through color .Content is conveyed to all the users in other form as well other than color.
<p>1.4.2 Audio Control (Level A) If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.</p> <p>NOTE</p>	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.

<p>Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>		
<p>2.1.1 Keyboard (Level A) Level A) All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. NOTE This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not. NOTE This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.</p>	Supports	Secure Exam Proctor extension supports standard keyboard navigation and input functions (such as pressing [Tab] to move between input fields, pressing the arrow keys to move between list items, and pressing [Space] or [Enter] to make selections).
<p>2.1.2 No Keyboard Trap (Level A) If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. NOTE</p>	Supports	m Proctor extension supports standard keyboard navigation and ensures that keyboard users are neither trapped in a subset of content nor the keyboard focus is not locked or trapped.

<p>Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>		
<p>2.1.4 Character Key Shortcuts (Level A 2.1 only) If a keyboard shortcut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:</p> <p>Turn off A mechanism is available to turn the shortcut off;</p> <p>Remap A mechanism is available to remap the shortcut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc.);</p> <p>Active only on focus The keyboard shortcut for a user interface component is only active when that component has focus.</p>	<p>Not Applicable</p>	<p>There are no character key shortcuts used in the current iteration of the Secure Exam Proctor extension product.</p>
<p>2.2.1 Timing Adjustable (Level A) For each time limit that is set by the content, at least one of the following is true:</p> <p>Turn off The user is allowed to turn off the time limit before encountering it; or</p> <p>Adjust The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</p> <p>Extend The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for</p>	<p>Not Applicable</p>	<p>Time alert functionality is not applicable to Secure Exam Proctor extension, since this exam platform and extension must invalidate sessions once exam is complete.</p>

<p>example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</p> <p>Real-time Exception The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</p> <p>Essential Exception The time limit is essential and extending it would invalidate the activity; or</p> <p>20 Hour Exception The time limit is longer than 20 hours.</p> <p>NOTE This success criterion helps ensure that users can complete tasks without unexpected changes in content or context that are a result of a time limit. This success criterion should be considered in conjunction with Success Criterion 3.2.1, which puts limits on changes of content or context as a result of user action.</p>		
<p>2.2.2 Pause, Stop, Hide (Level A) For moving, blinking, scrolling, or auto-updating information, all of the following are true:</p> <p>Moving, blinking, scrolling For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and</p> <p>Auto-updating For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a</p>	<p>Not Applicable</p>	<p>There is no moving, blinking, scrolling, or auto-updating information available in the current iteration of the product Secure Exam Proctor extension.</p>

<p>mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</p> <p>NOTE For requirements related to flickering or flashing content, refer to Guideline 2.3.</p> <p>NOTE Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p> <p>NOTE Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.</p> <p>NOTE An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.</p>		
<p>2.3.1 Three Flashes or Below Threshold (Level A) Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.</p> <p>NOTE Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content</p>	<p>Not Applicable</p>	<p>Secure Exam Proctor extension does not contain a part that flashes more than three times in one second.</p>

on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.		
2.4.1 Bypass Blocks (Level A) A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.	Supports	Secure Exam Proctor extension provides skip to main content link and headings to bypass content repeated across multiple pages.
2.4.2 Page Titled (Level A) Web pages have titles that describe topic or purpose.	Not Applicable	Title of the page is not applicable for Secure Exam Proctor extension since they do not control it.
2.4.3 Focus Order (Level A) If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.	Supports	All the controls are navigated sequentially by tabbing through various inputs & labels. The user controls receive keyboard focus in the same tab order in which they are presented visually on the Secure Exam Proctor extension.
2.4.4 Link Purpose (In Context) (Level A) The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.	Supports	All link elements within Secure Exam Proctor extension provide a purpose through the linked text itself.
2.5.1 Pointer Gestures (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential. NOTE This requirement applies to web content that interprets pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).	Not Applicable	No such content available in the current iteration of the Secure Exam Proctor extension product.

<p>2.5.2 Pointer Cancellation (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential.</p>	Not Applicable	No such content available in the current iteration of the Secure Exam Proctor extension product.
<p>2.5.3 Label in Name (Level A 2.1 only) For user interface components with labels that include text or images of text, the name contains the text that is presented visually.</p>	Supports	Secure Exam Proctor extension provides the accessible name, which matches with the visible text in the label. Speech input users can interact with a webpage by speaking the visible text labels links and buttons that appear on the screen.
<p>2.5.4 Motion Actuation (Level A 2.1 only) Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when:</p> <p>Supported Interface The motion is used to operate functionality through an accessibility supported interface;</p> <p>Essential The motion is essential for the function and doing so would invalidate the activity.</p>	Not Applicable	No such content available in the current iteration of the Secure Exam Proctor extension product.
<p>3.1.1 Language of Page (Level A) The default human language of each Web page can be programmatically determined.</p>	Supports	The primary language of the page is identified with a valid value on the <html> element for Secure Exam Proctor extension.
<p>3.2.1 On Focus (Level A) When any user interface component receives focus, it does not initiate a change of context.</p>	Supports	There is no context change within Secure Exam Proctor extension pages when a component or control receives focus.

<p>3.2.2 On Input (Level A) Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component.</p>	Supports	Changing the setting of features in Secure Exam Proctor extension user interface does not initiate any change of context.
<p>3.3.1 Error Identification (Level A) If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.</p>	Not Applicable	Secure Exam Proctor extension does not contain any input form field in current iteration of product, thus error identification is not required.
<p>3.3.2 Labels or Instructions (Level A) Labels or instructions are provided when content requires user input.</p>	Supports	Secure Exam Proctor extension provides labels and instructions for the form fields. It prevents user errors by providing clear labels and instructions that are available to everyone at all times.
<p>4.1.1 Parsing (Level A) In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.</p> <p>NOTE Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.</p>	Supports	Secure Exam Proctor extension provides unique IDs, appropriate start and end tags, appropriate nested elements.
<p>4.1.2 Name, Role, Value (Level A) For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.</p>	Supports	role and value used in Secure Exam Proctor extension web pages are available to assistive technologies via HTML or WAI-ARIA to describe the identity, operation, and state. All buttons are standard HTML form inputs.

<p>NOTE This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.</p>		
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Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.2.4 Captions (Live) (Level AA) Captions are provided for all live audio content in synchronized media.</p>	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.
<p>1.2.5 Audio Description (Prerecorded) (Level AA) Audio description is provided for all prerecorded video content in synchronized media.</p>	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.
<p>1.3.4 Orientation (Level AA 2.1 only) Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is essential.</p> <p>NOTE Examples where a particular display orientation may be essential are a bank check, a piano application, slides for a projector or television, or virtual reality content where binary display orientation is not applicable.</p>	Not Applicable	This Secure Exam Proctor extension is not supported on mobile devices.
<p>1.3.5 Identify Input Purpose (Level AA 2.1 only) The purpose of each input field collecting information about the user can be programmatically determined when:</p> <ul style="list-style-type: none"> • The input field serves a purpose identified in the Input Purposes for User Interface Components section; and 	Not Applicable	Secure Exam Proctor extension does not contain any input form field in current iteration of product.

<ul style="list-style-type: none"> The content is implemented using technologies with support for identifying the expected meaning for form input data. 		
<p>1.4.3 Contrast (Minimum) (Level AA) The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following:</p> <p>Large Text Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</p> <p>Incidental Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</p> <p>Logotypes Text that is part of a logo or brand name has no contrast requirement.</p>	Supports	<p>Secure Exam Proctor extension pages content sufficient color contrast elements between foreground and background text colors.</p> <p>People who have low vision or are colorblind may have difficulty reading text if the contrast between the texts its background is insufficient. When the contrast ratio between text and its background is adequate, people who have low vision or are colorblind are more likely to be able to read the text.</p>
<p>1.4.4 Resize text (Level AA) Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality.</p>	Supports	<p>The users with their applications and/or web sites integrate secure Exam Proctor extension. Therefore, resizing of text depends on the users who manage the application and the web sites.</p>
<p>1.4.5 Images of Text (Level AA) If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following:</p> <p>Customizable The image of text can be visually customized to the user's requirements;</p> <p>Essential</p>	Supports	<p>There are no such images that has text embedded on them in current iteration of Secure Exam Proctor extension product</p>

<p>A particular presentation of text is essential to the information being conveyed.</p> <p>NOTE Logotypes (text that is part of a logo or brand name) are considered essential.</p>		
<p>1.4.10 Reflow (Level AA 2.1 only) Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:</p> <ul style="list-style-type: none"> • Vertical scrolling content at a width equivalent to 320 CSS pixels; • Horizontal scrolling content at a height equivalent to 256 CSS pixels. <p>Except for parts of the content which require two-dimensional layout for usage or meaning.</p> <p>NOTE Note: 320 CSS pixels is equivalent to a starting viewport width of 1280 CSS pixels wide at 400% zoom. For web content which are designed to scroll horizontally (e.g. with vertical text), the 256 CSS pixels is equivalent to a starting viewport height of 1024px at 400% zoom.</p> <p>NOTE Examples of content which require two-dimensional layout are images, maps, diagrams, video, games, presentations, data tables, and interfaces where it is necessary to keep toolbars in view while manipulating content.</p>	Supports	<p>People with low vision often read content on a desktop computer by scaling content using the browser zoom - up to 400%. When zooming causes content to overlap other content, users with low vision may not be able to see or use that content. When content is created so that it reflows without losing information or functionality at screen widths down to 320px, users can view a web page in a 1280px width browser screen and zoom the content to 400% (320px) without having to scroll side to side to read and without losing access to content. Secure Exam Proctor extension provides such feature.</p>
<p>1.4.11 Non-text Contrast (Level AA 2.1 only) The visual presentation of the following has a contrast ratio of at least 3:1 against adjacent color(s):</p> <p>User Interface Components</p>	Supports	<p>Secure Exam Proctor extension enables people with low vision/colorblind perceive informative graphical object object (i.e., the parts of the graphic required to understand the content) with</p>

<p>Visual information required to identify user interface components and states, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;</p> <p>Graphical Objects Parts of graphics required to understand the content, except when a particular presentation of graphics is essential to the information being conveyed.</p>		<p>sufficient contrast between parts of the graphic essential for understanding the graphic.</p>
<p>1.4.12 Text Spacing (Level AA 2.1 only) In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all of the following and by changing no other style property:</p> <ul style="list-style-type: none"> • Line height (line spacing) to at least 1.5 times the font size; • Spacing following paragraphs to at least 2 times the font size; • Letter spacing (tracking) to at least 0.12 times the font size; • Word spacing to at least 0.16 times the font size. <p>Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension maintains the spacing between letters, words, lines of text and paragraphs .This enables people with vision, reading, and cognitive disabilities avoid trouble reading particular fonts or font weights, or more space needed between letters, words, or paragraphs to effectively read text content.</p>
<p>1.4.13 Content on Hover or Focus (Level AA 2.1 only) Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:</p> <p>Dismissable</p>	<p>Supports</p>	<p>Secure Exam Proctor extension does not include any additional content or that is triggered on hover or on focus.</p>

<p>A mechanism is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an input error or does not obscure or replace other content;</p> <p>Hoverable If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;</p> <p>Persistent The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid. Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.</p> <p>NOTE Examples of additional content controlled by the user agent include browser tooltips created through use of the HTML title attribute.</p> <p>NOTE Custom tooltips, sub-menus, and other nonmodal popups that display on hover and focus are examples of additional content covered by this criterion.</p>		
<p>2.4.5 Multiple Ways (Level AA) More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process.</p>	Supports	Multiple ways to find other web pages on the site is not applicable for Secure Exam Proctor extension because the workflow appears only when end user makes specific selection.
<p>2.4.6 Headings and Labels (Level AA) Headings and labels describe topic or purpose.</p>	Supports	Headings and labels are descriptive enough for users to understand in current iteration of Secure Exam Proctor extension product.
<p>2.4.7 Focus Visible (Level AA) Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.</p>	Supports	Secure Exam Proctor extension provides visible focus indicator to all focusable elements when in focus.

<p>3.1.2 Language of Parts (Level AA) The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.</p>	Supports	Secure Exam Proctor extension provides Inline language changes identified with a valid Lang attribute.
<p>3.2.3 Consistent Navigation (Level AA) Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user.</p>	Supports	Secure Exam Proctor extension provides consistent and repeatable top menu navigation mechanism across all pages to assist users with assistive technologies.
<p>3.2.4 Consistent Identification (Level AA) Components that have the same functionality within a set of Web pages are identified consistently.</p>	Supports	User interface controls are identified consistently for the same functionality across Secure Exam Proctor extension pages.
<p>3.3.3 Error Suggestion (Level AA) If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.</p>	Supports	Secure Exam Proctor extension does not contain any input form field in current iteration of product.
<p>3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true:</p> <p>Reversible Submissions are reversible.</p> <p>Checked Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</p> <p>Confirmed A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</p>	Supports	Secure Exam Proctor extension provides the ability to review and correct information gives (all) people an opportunity to detect a mistake before taking an action that has serious consequences.

<p>4.1.3 Status Messages (Level AA 2.1 only) In content implemented using markup languages, status messages can be programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus.</p>	Supports	Secure Exam Proctor extension provides status messages, which are programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus.

Secure Exam Proctor Extension

Voluntary Product Accessibility Template® (VPAT®)
Revised Section 508 Edition

CONFIDENTIAL

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To Whom It May Concern,

February 20, 2020

This letter is being written to confirm that Proctorio Inc. had retained Deque Systems Inc. services to conduct a detailed assessment of Proctorio's LTI platform for conformance with the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) version 2.1, levels A and AA. In addition, Deque Systems Inc. provided a Voluntary Product Accessibility Template (VPAT) describing the conformance of the assessed content.

Sincerely,

A handwritten signature in blue ink that reads "Gregory S. Jones". The signature is fluid and cursive, with a horizontal line extending to the right from the end of the name.

Gregory S. Jones
Vice President, Services
Deque Systems Inc.

Voluntary Product Accessibility Template® (VPAT®)

Revised Section 508 Edition

Version 2.3 (Revised) - April 2019

Table Information for VPAT® Readers

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

Proctorio Accessibility Conformance Report

Revised Section 508 Edition

VPAT® Version 2.3 (Revised) – April 2019

Name of Product/Version : Secure Exam Proctor extension

Product Description :

Proctorio is a tool created for accessibility. It enables you to take exams remotely while protecting the value of your online degree/certifications and helps to prevent financial aid fraud.

The scope of this VPAT is restricted to Specific browser extension applied on the page listed in the table below.

This application was accessed using Proctorio's LMS Environment

Id #	Web Page / Screen / Document Identifier	Location / URL
1	Instructions screen	Proctorio's LMS Environment
2	Exam - System Diagnostics Test screen	Proctorio's LMS Environment
3	Exam Agreement screen	Proctorio's LMS Environment
4	Quiz Tools (pop up modal)	Proctorio's LMS Environment

Date : March 9th,2020

Contact information : accessibility@proctorio.com

Evaluation Methods Used:

A combination of automated and manual testing techniques were employed for the accessibility assessment, details are as below:

*Automation used aXe core rule engine 3.3

*Manual assessment based on Windows 10 – Chrome- NVDA.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)

Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)
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Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.1 Level AAA.

WCAG 2.1 Report

Tables 1 and 2 also document conformance with:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.1.1 Non-text Content (Level A) All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below.</p> <p>Controls, Input If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Success Criterion 4.1.2 for additional requirements for controls and content that accepts user input.)</p> <p>Time-Based Media If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for additional requirements for media.)</p> <p>Test If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content.</p> <p>Sensory If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content.</p> <p>CAPTCHA If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of</p>	<p>Supports</p>	<p>images provided within Secure Exam Proctor extension have meaningful alternative (alt) text descriptions. Non-relevant or decorative images have “null” alt attributes or are inserted as a background image.</p>

<p>CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities.</p> <p>Decoration, Formatting, Invisible</p> <p>If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.</p>		
<p>1.2.1 Audio-only and Video-only (Prerecorded) (Level A)</p> <p>For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such:</p> <p>Prerecorded Audio-only</p> <p style="padding-left: 40px;">An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</p> <p>Prerecorded Video-only</p> <p style="padding-left: 40px;">Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.</p>
<p>1.2.2 Captions (Prerecorded) (Level A) Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.</p>
<p>1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.</p>

<p>1.3.1 Info and Relationships (Level A) Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.</p>	Supports	m Proctor extension contains semantic markup (headings, lists, etc.) to designate headings and emphasized text.
<p>1.3.2 Meaningful Sequence (Level A) When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.</p>	Supports	Secure Exam Proctor extension is developed in meaningful and correct reading sequence order that can be programmatically determined.
<p>1.3.3 Sensory Characteristics (Level A) Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound.</p> <p>NOTE For requirements related to color, refer to Guideline 1.4.</p>	Supports	Secure Exam Proctor extension content is provided in textual format.
<p>1.4.1 Use of Color (Level A) Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p> <p>NOTE This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.</p>	Supports	Secure Exam Proctor extension product does not use content which is conveyed only through color .Content is conveyed to all the users in other form as well other than color.
<p>1.4.2 Audio Control (Level A) If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.</p> <p>NOTE</p>	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.

<p>Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>		
<p>2.1.1 Keyboard (Level A) Level A) All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. NOTE This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not. NOTE This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.</p>	Supports	Secure Exam Proctor extension supports standard keyboard navigation and input functions (such as pressing [Tab] to move between input fields, pressing the arrow keys to move between list items, and pressing [Space] or [Enter] to make selections).
<p>2.1.2 No Keyboard Trap (Level A) If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. NOTE</p>	Supports	m Proctor extension supports standard keyboard navigation and ensures that keyboard users are neither trapped in a subset of content nor the keyboard focus is not locked or trapped.

<p>Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>		
<p>2.1.4 Character Key Shortcuts (Level A 2.1 only) If a keyboard shortcut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:</p> <p>Turn off A mechanism is available to turn the shortcut off;</p> <p>Remap A mechanism is available to remap the shortcut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc.);</p> <p>Active only on focus The keyboard shortcut for a user interface component is only active when that component has focus.</p>	<p>Not Applicable</p>	<p>There are no character key shortcuts used in the current iteration of the Secure Exam Proctor extension product.</p>
<p>2.2.1 Timing Adjustable (Level A) For each time limit that is set by the content, at least one of the following is true:</p> <p>Turn off The user is allowed to turn off the time limit before encountering it; or</p> <p>Adjust The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</p> <p>Extend The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for</p>	<p>Not Applicable</p>	<p>Time alert functionality is not applicable to Secure Exam Proctor extension, since this exam platform and extension must invalidate sessions once exam is complete.</p>

<p>example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</p> <p>Real-time Exception The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</p> <p>Essential Exception The time limit is essential and extending it would invalidate the activity; or</p> <p>20 Hour Exception The time limit is longer than 20 hours.</p> <p>NOTE This success criterion helps ensure that users can complete tasks without unexpected changes in content or context that are a result of a time limit. This success criterion should be considered in conjunction with Success Criterion 3.2.1, which puts limits on changes of content or context as a result of user action.</p>		
<p>2.2.2 Pause, Stop, Hide (Level A) For moving, blinking, scrolling, or auto-updating information, all of the following are true:</p> <p>Moving, blinking, scrolling For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and</p> <p>Auto-updating For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a</p>	<p>Not Applicable</p>	<p>There is no moving, blinking, scrolling, or auto-updating information available in the current iteration of the product Secure Exam Proctor extension.</p>

<p>mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</p> <p>NOTE For requirements related to flickering or flashing content, refer to Guideline 2.3.</p> <p>NOTE Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p> <p>NOTE Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.</p> <p>NOTE An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.</p>		
<p>2.3.1 Three Flashes or Below Threshold (Level A) Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.</p> <p>NOTE Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content</p>	<p>Not Applicable</p>	<p>Secure Exam Proctor extension does not contain a part that flashes more than three times in one second.</p>

on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.		
2.4.1 Bypass Blocks (Level A) A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.	Supports	Secure Exam Proctor extension provides skip to main content link and headings to bypass content repeated across multiple pages.
2.4.2 Page Titled (Level A) Web pages have titles that describe topic or purpose.	Not Applicable	Title of the page is not applicable for Secure Exam Proctor extension since they do not control it.
2.4.3 Focus Order (Level A) If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.	Supports	All the controls are navigated sequentially by tabbing through various inputs & labels. The user controls receive keyboard focus in the same tab order in which they are presented visually on the Secure Exam Proctor extension.
2.4.4 Link Purpose (In Context) (Level A) The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.	Supports	All link elements within Secure Exam Proctor extension provide a purpose through the linked text itself.
2.5.1 Pointer Gestures (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential. NOTE This requirement applies to web content that interprets pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).	Not Applicable	No such content available in the current iteration of the Secure Exam Proctor extension product.
2.5.2 Pointer Cancellation (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for	Not Applicable	No such content available in the current iteration of the Secure Exam Proctor extension product.

operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential.		
2.5.3 Label in Name (Level A 2.1 only) For user interface components with labels that include text or images of text, the name contains the text that is presented visually.	Supports	Secure Exam Proctor extension provides the accessible name, which matches with the visible text in the label. Speech input users can interact with a webpage by speaking the visible text labels links and buttons that appear on the screen.
2.5.4 Motion Actuation (Level A 2.1 only) Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when: Supported Interface The motion is used to operate functionality through an accessibility supported interface; Essential The motion is essential for the function and doing so would invalidate the activity.	Not Applicable	No such content available in the current iteration of the Secure Exam Proctor extension product.
3.1.1 Language of Page (Level A) The default human language of each Web page can be programmatically determined.	Supports	The primary language of the page is identified with a valid value on the <html> element for Secure Exam Proctor extension.
3.2.1 On Focus (Level A) When any user interface component receives focus, it does not initiate a change of context.	Supports	There is no context change within Secure Exam Proctor extension pages when a component or control receives focus.
3.2.2 On Input (Level A) Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component.	Supports	Changing the setting of features in Secure Exam Proctor extension user interface does not initiate any change of context.

<p>3.3.1 Error Identification (Level A) If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.</p>	<p>Not Applicable</p>	<p>Secure Exam Proctor extension does not contain any input form field in current iteration of product, thus error identification is not required.</p>
<p>3.3.2 Labels or Instructions (Level A) Labels or instructions are provided when content requires user input.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension provides labels and instructions for the form fields. It prevents user errors by providing clear labels and instructions that are available to everyone at all times.</p>
<p>4.1.1 Parsing (Level A) In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.</p> <p>NOTE Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension provides unique IDs, appropriate start and end tags, appropriate nested elements.</p>
<p>4.1.2 Name, Role, Value (Level A) For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.</p> <p>NOTE This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.</p>	<p>Supports</p>	<p>role and value used in Secure Exam Proctor extension web pages are available to assistive technologies via HTML or WAI-ARIA to describe the identity, operation, and state. All buttons are standard HTML form inputs.</p>

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Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Captions are provided for all live audio content in synchronized media.	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.
1.2.5 Audio Description (Prerecorded) (Level AA) Audio description is provided for all prerecorded video content in synchronized media.	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.
1.3.4 Orientation (Level AA 2.1 only) Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is essential. NOTE Examples where a particular display orientation may be essential are a bank check, a piano application, slides for a projector or television, or virtual reality content where binary display orientation is not applicable.	Not Applicable	This Secure Exam Proctor extension is not supported on mobile devices.

<p>1.3.5 Identify Input Purpose (Level AA 2.1 only) The purpose of each input field collecting information about the user can be programmatically determined when:</p> <ul style="list-style-type: none"> • The input field serves a purpose identified in the Input Purposes for User Interface Components section; and • The content is implemented using technologies with support for identifying the expected meaning for form input data. 	<p>Not Applicable</p>	<p>Secure Exam Proctor extension does not contain any input form field in current iteration of product.</p>
<p>1.4.3 Contrast (Minimum) (Level AA) The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following:</p> <p>Large Text Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</p> <p>Incidental Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</p> <p>Logotypes Text that is part of a logo or brand name has no contrast requirement.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension pages content sufficient color contrast elements between foreground and background text colors.</p> <p>People who have low vision or are colorblind may have difficulty reading text if the contrast between the texts its background is insufficient. When the contrast ratio between text and its background is adequate, people who have low vision or are colorblind are more likely to be able to read the text.</p>
<p>1.4.4 Resize text (Level AA) Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality.</p>	<p>Supports</p>	<p>The users with their applications and/or web sites integrate secure Exam Proctor extension. Therefore, resizing of text depends on the users who manage the application and the web sites.</p>

<p>1.4.5 Images of Text (Level AA) If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following:</p> <p>Customizable The image of text can be visually customized to the user's requirements;</p> <p>Essential A particular presentation of text is essential to the information being conveyed.</p> <p>NOTE Logotypes (text that is part of a logo or brand name) are considered essential.</p>	<p>Supports</p>	<p>There are no such images that has text embedded on them in current iteration of Secure Exam Proctor extension product</p>
<p>1.4.10 Reflow (Level AA 2.1 only) Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:</p> <ul style="list-style-type: none"> • Vertical scrolling content at a width equivalent to 320 CSS pixels; • Horizontal scrolling content at a height equivalent to 256 CSS pixels. <p>Except for parts of the content which require two-dimensional layout for usage or meaning.</p> <p>NOTE Note: 320 CSS pixels is equivalent to a starting viewport width of 1280 CSS pixels wide at 400% zoom. For web content which are designed to scroll horizontally (e.g. with vertical text), the 256 CSS pixels is equivalent to a starting viewport height of 1024px at 400% zoom.</p> <p>NOTE Examples of content which require two-dimensional layout are images, maps, diagrams, video, games, presentations, data</p>	<p>Supports</p>	<p>People with low vision often read content on a desktop computer by scaling content using the browser zoom - up to 400%. When zooming causes content to overlap other content, users with low vision may not be able to see or use that content. When content is created so that it reflows without losing information or functionality at screen widths down to 320px, users can view a web page in a 1280px width browser screen and zoom the content to 400% (320px) without having to scroll side to side to read and without losing access to content. Secure Exam Proctor extension provides such feature.</p>

<p>tables, and interfaces where it is necessary to keep toolbars in view while manipulating content.</p>		
<p>1.4.11 Non-text Contrast (Level AA 2.1 only) The visual presentation of the following has a contrast ratio of at least 3:1 against adjacent color(s):</p> <p>User Interface Components Visual information required to identify user interface components and states, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;</p> <p>Graphical Objects Parts of graphics required to understand the content, except when a particular presentation of graphics is essential to the information being conveyed.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension enables people with low vision/colorblind perceive informative graphical object object (i.e., the parts of the graphic required to understand the content) with sufficient contrast between parts of the graphic essential for understanding the graphic.</p>
<p>1.4.12 Text Spacing (Level AA 2.1 only) In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all of the following and by changing no other style property:</p> <ul style="list-style-type: none"> • Line height (line spacing) to at least 1.5 times the font size; • Spacing following paragraphs to at least 2 times the font size; • Letter spacing (tracking) to at least 0.12 times the font size; • Word spacing to at least 0.16 times the font size. <p>Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension maintains the spacing between letters, words, lines of text and paragraphs .This enables people with vision, reading, and cognitive disabilities avoid trouble reading particular fonts or font weights, or more space needed between letters, words, or paragraphs to effectively read text content.</p>

<p>1.4.13 Content on Hover or Focus (Level AA 2.1 only) Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:</p> <p>Dismissable A mechanism is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an input error or does not obscure or replace other content;</p> <p>Hoverable If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;</p> <p>Persistent The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid. Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.</p> <p>NOTE Examples of additional content controlled by the user agent include browser tooltips created through use of the HTML title attribute.</p> <p>NOTE Custom tooltips, sub-menus, and other nonmodal popups that display on hover and focus are examples of additional content covered by this criterion.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension does not include any additional content or that is triggered on hover or on focus.</p>
<p>2.4.5 Multiple Ways (Level AA) More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process.</p>	<p>Supports</p>	<p>Multiple ways to find other web pages on the site is not applicable for Secure Exam Proctor</p>

		extension because the workflow appears only when end user makes specific selection.
2.4.6 Headings and Labels (Level AA) Headings and labels describe topic or purpose.	Supports	Headings and labels are descriptive enough for users to understand in current iteration of Secure Exam Proctor extension product.
2.4.7 Focus Visible (Level AA) Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.	Supports	Secure Exam Proctor extension provides visible focus indicator to all focusable elements when in focus.
3.1.2 Language of Parts (Level AA) The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.	Supports	Secure Exam Proctor extension provides Inline language changes identified with a valid Lang attribute.
3.2.3 Consistent Navigation (Level AA) Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user.	Supports	Secure Exam Proctor extension provides consistent and repeatable top menu navigation mechanism across all pages to assist users with assistive technologies.
3.2.4 Consistent Identification (Level AA) Components that have the same functionality within a set of Web pages are identified consistently.	Supports	User interface controls are identified consistently for the same functionality across Secure Exam Proctor extension pages.
3.3.3 Error Suggestion (Level AA) If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.	Supports	Secure Exam Proctor extension does not contain any input form field in current iteration of product.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true:	Supports	Secure Exam Proctor extension provides the ability to review and correct information gives (all) people an opportunity to detect a mistake before taking an action that has serious consequences.

<p>Reversible Submissions are reversible.</p> <p>Checked Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</p> <p>Confirmed A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</p>		
<p>4.1.3 Status Messages (Level AA 2.1 only) In content implemented using markup languages, status messages can be programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension provides status messages, which are programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus.</p>

Revised Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>302.1 Without Vision: Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.</p>	Supports	All the functions of Secure Exam extension are usable by users without vision.
<p>302.2 With Limited Vision: Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.</p>	Supports	Secure Exam Proctor extension supports functionality for low vision users.
<p>302.3 Without Perception of Color: Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.</p>	Supports	All the functions of Secure Exam extension are usable by users without perceiving color alone. Textual information is provided.
<p>302.4 Without Hearing: Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.</p>	Not Applicable	Secure Exam Proctor extension does not include audio-only features that require hearing to be used.
<p>302.5 With Limited Hearing: Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.</p>	Not Applicable	Secure Exam Proctor extension does not include audio-only features that require hearing to be used.
<p>302.6 Without Speech: Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.</p>	Not Applicable	Secure Exam Proctor extension does not require speech input.

<p>302.7 With Limited Manipulation: Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.</p>	Supports	Secure Exam Proctor extension supports standard input mechanisms such as user-provided keyboards and pointing devices.
<p>302.8 With Limited Reach and Strength: Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.</p>	Not Applicable	Secure Exam Proctor extension does not require strength to be used.
<p>302.9 With Limited Language, Cognitive, and Learning Abilities: ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.</p>	Supports	Secure Exam Proctor extension uses a logical focus order and simple language for users to understand the instructions and steps to be followed.

Chapter 4: Hardware

Notes: The ICT covered by this VPAT is not hardware. As such, the requirements of this chapter do not apply.

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>501.1 Scope – Incorporation of WCAG 2.0 AA: The requirements of Chapter 5 shall apply to software where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines. EXCEPTION: Where Web applications do not have access to platform accessibility services and do not include components</p>	See WCAG 2.0 section	See information in WCAG section

that have access to platform accessibility services, they shall not be required to conform to 502 or 503 provided that they conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.		
502 Interoperability with Assistive Technology. 502.1 General. <i>Software shall interoperate with assistive technology and shall conform to 502.</i>	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features: Platform software shall provide user control over platform features that are defined in the platform documentation as accessibility features.	Not Applicable	
502.2.2 No Disruption of Accessibility Features: Software shall not disrupt platform features that are defined in the platform documentation as accessibility features.	Supports	Change in the contrast setting under “Ease of Access” is honored by this Secure Exam Proctor extension
502.3 Accessibility Services: <i>Platform software and software tools that are provided by the platform developer shall provide a documented set of accessibility services that support applications running on the platform to interoperate with assistive technology and shall conform to 502.3. Applications that are also platforms shall expose the underlying platform accessibility services or implement other documented accessibility services.</i>	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information: The object role, state(s), properties, boundary, name, and description shall be programmatically determinable.	Not Applicable	
502.3.2 Modification of Object Information: States and properties that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Not Applicable	
502.3.3 Row, Column, and Headers:	Not Applicable	

If an object is in a data table, the occupied rows and columns, and any headers associated with those rows or columns, shall be programmatically determinable.		
502.3.4 Values: Any current value(s), and any set or range of allowable values associated with an object, shall be programmatically determinable.	Not Applicable	
502.3.5 Modification of Values: Values that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Not Applicable	
502.3.6 Label Relationships: Any relationship that a component has as a label for another component, or of being labeled by another component, shall be programmatically determinable.	Not Applicable	
502.3.7 Hierarchical Relationships: Any hierarchical (parent-child) relationship that a component has as a container for, or being contained by, another component shall be programmatically determinable.	Not Applicable	
502.3.8 Text: The content of text objects, text attributes, and the boundary of text rendered to the screen, shall be programmatically determinable.	Not Applicable	
502.3.9 Modification of Text: Text that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Not Applicable	
502.3.10 List of Actions: A list of all actions that can be executed on an object shall be programmatically determinable.	Not Applicable	
502.3.11 Actions on Objects: Applications shall allow assistive technology to programmatically execute available actions on objects.	Not Applicable	
502.3.12 Focus Cursor:	Not Applicable	

<p>Applications shall expose information and mechanisms necessary to track focus, text insertion point, and selection attributes of user interface components.</p>		
<p>502.3.13 Modification of Focus Cursor: Focus, text insertion point, and selection attributes that can be set by the user shall be capable of being set programmatically, including through the use of assistive technology.</p>	Not Applicable	
<p>502.3.14 Event Notification: Notification of events relevant to user interactions, including but not limited to, changes in the component’s state(s), value, name, description, or boundary, shall be available to assistive technology.</p>	Not Applicable	
<p>502.4 Platform Accessibility Features: Platforms and platform software shall conform to the requirements in ANSI/HFES 200.2, Human Factors Engineering of Software User Interfaces — Part 2: Accessibility (2008) listed below: A. Section 9.3.3 Enable sequential entry of multiple (chorded) keystrokes; B. Section 9.3.4 Provide adjustment of delay before key acceptance; C. Section 9.3.5 Provide adjustment of same-key double-strike acceptance; D. Section 10.6.7 Allow users to choose visual alternative for audio output; E. Section 10.6.8 Synchronize audio equivalents for visual events; F. Section 10.6.9 Provide speech output services; and G. Section 10.7.1 Display any captions provided.</p>	Not Applicable	
<p>503 Applications. 503.1 General. Applications shall conform to 503.</p>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>

<p>503.2 User Preferences: Applications shall permit user preferences from platform settings for color, contrast, font type, font size, and focus cursor. EXCEPTION: Applications that are designed to be isolated from their underlying platform software, including Web applications, shall not be required to conform to 503.2.</p>	Supports	<p>Change in the contrast setting under “Ease of Access” is honored by Secure Exam Proctor extension</p> <p>Change in “Magnifier” setting under “Ease of Access” is honored by Secure Exam Proctor extension, thus it changes the text size.</p>
<p>503.3 Alternative User Interfaces: Where an application provides an alternative user interface that functions as assistive technology, the application shall use platform and other industry standard accessibility services.</p>	Not Applicable	
<p>503.4 User Controls for Captions and Audio Description: Where ICT displays video with synchronized audio, ICT shall provide user controls for closed captions and audio descriptions conforming to 503.4.</p>	Heading cell – no response required	Heading cell – no response required
<p>503.4.1 Caption Controls: Where user controls are provided for volume adjustment, ICT shall provide user controls for the selection of captions at the same menu level as the user controls for volume or program selection.</p>	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.
<p>503.4.2 Audio Description Controls: Where user controls are provided for program selection, ICT shall provide user controls for the selection of audio descriptions at the same menu level as the user controls for volume or program selection.</p>	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.
<p>504 Authoring Tools. 504.1 General. <i>Where an application is an authoring tool, the application shall conform to 504 to the extent that information required for accessibility is supported by the destination format.</i></p>	Heading cell – no response required	Heading cell – no response required

<p>504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”): Authoring tools shall provide a mode of operation to create or edit content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 for all supported features and, as applicable, to file formats supported by the authoring tool. Authoring tools shall permit authors the option of overriding information required for accessibility. EXCEPTION: Authoring tools shall not be required to conform to 504.2 when used to directly edit plain text source code.</p>	Not Applicable	Secure Exam Proctor extension is not an authoring tool.
<p>504.2.1 Preservation of Information Provided for Accessibility in Format Conversion: Authoring tools shall, when converting content from one format to another or saving content in multiple formats, preserve the information required for accessibility to the extent that the information is supported by the destination format.</p>	Not Applicable	
<p>504.2.2 PDF Export: Authoring tools capable of exporting PDF files that conform to ISO 32000-1:2008 (PDF 1.7) shall also be capable of exporting PDF files that conform to ANSI/AIIM/ISO 14289-1:2016 (PDF/UA-1).</p>	Not Applicable	
<p>504.3 Prompts: Authoring tools shall provide a mode of operation that prompts authors to create content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 for supported features and, as applicable, to file formats supported by the authoring tool.</p>	Not Applicable	
<p>504.4 Templates: Where templates are provided, templates allowing content creation that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 shall be</p>	Not Applicable	

provided for a range of template uses for supported features and, as applicable, to file formats supported by the authoring tool.		
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Chapter 6: Support Documentation and Services

Notes: Client provides supporting documents to customer only on request basis and that was not part of scope, thus not tested by Deque.

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope: <i>The technical requirements in Chapter 6 shall apply to ICT support documentation and services where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.</i>	Heading cell – no response required	Heading cell – no response required
602 Support Documentation. <i>602.1 General. Documentation that supports the use of ICT shall conform to 602.</i>	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features: Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.	Not Evaluated	
602.3 Electronic Support Documentation: Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0.	See WCAG 2.0 section	See information in WCAG section
602.4 Alternate Formats for Non-Electronic Support Documentation:	Not Evaluated	

Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.		
603 Support Services. 603.1 General. ICT support services including, but not limited to, help desks, call centers, training services, and automated self-service technical support, shall conform to 603.	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
603.2 Information on Accessibility and Compatibility Features: ICT support services shall include information on the accessibility and compatibility features required by 602.2.	Not Evaluated	
603.3 Accommodation of Communication Needs: Support services shall be provided directly to the user or through a referral to a point of contact. Such ICT support services shall accommodate the communication needs of individuals with disabilities.	Not Evaluated	

Secure Exam Proctor Extension

Voluntary Product Accessibility Template® (VPAT®)
EN 301 549 Edition

CONFIDENTIAL

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To Whom It May Concern,

February 20, 2020

This letter is being written to confirm that Proctorio Inc. had retained Deque Systems Inc. services to conduct a detailed assessment of Proctorio's LTI platform for conformance with the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) version 2.1, levels A and AA. In addition, Deque Systems Inc. provided a Voluntary Product Accessibility Template (VPAT) describing the conformance of the assessed content.

Sincerely,

A handwritten signature in blue ink that reads "Gregory S. Jones". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

Gregory S. Jones
Vice President, Services
Deque Systems Inc.

Voluntary Product Accessibility Template® (VPAT®)

EN 301 549 Edition

Version 2.3 (Revised) - April 2019

Table Information for VPAT® Readers

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

Proctorio Accessibility Conformance Report

EN 301 549 Edition

VPAT® Version 2.3 (Revised) – April 2019

Name of Product/Version: Secure Exam Proctor Extension

Product Description:

Proctorio is a tool created for accessibility. It enables you to take exams remotely while protecting the value of your online degree/certifications and helps to prevent financial aid fraud.

The scope of this VPAT is restricted to Specific browser extension applied on the page listed in the table below.

This application was accessed using Proctorio's LMS Environment

Id#	Web Page / Screen / Document Identifier	Location / URL
1	Instructions screen	Proctorio's LMS Environment
2	Exam - System Diagnostics Test screen	Proctorio's LMS Environment
3	Exam Agreement screen	Proctorio's LMS Environment
4	Quiz Tools (pop up modal)	Proctorio's LMS Environment

Date : March 9th,2020

Contact information : accessibility@proctorio.com

Evaluation Methods Used:

A combination of automated and manual testing techniques were employed for the accessibility assessment, details are as below:

- *Automation used aXe core rule engine 3.3
- *Manual assessment based on Windows 10 – Chrome- NVDA.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)
EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe, - V2.1.2 (2018-08)	(Yes)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.1 Level AAA.

WCAG 2.1 Report

Tables 1 and 2 document conformances with all of the following:

- Chapter 9 - Web
- Chapter 10 - Non-Web documents
- Section 11.2.1- Non-Web Software (excluding closed functionality)
- Section 11.2.2 - Non-Web Software (closed functionality)

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.1.1 Non-text Content (Level A) All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below.</p> <p>Controls, Input If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Success Criterion 4.1.2 for additional requirements for controls and content that accepts user input.)</p> <p>Time-Based Media If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for additional requirements for media.)</p> <p>Test If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content.</p> <p>Sensory If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content.</p> <p>CAPTCHA If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the</p>	<p>Supports</p>	<p>images provided within Secure Exam Proctor extension have meaningful alternative (alt) text descriptions. Non-relevant or decorative images have “null” alt attributes or are inserted as a background image.</p>

<p>non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities.</p> <p>Decoration, Formatting, Invisible</p> <p>If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.</p>		
<p>1.2.1 Audio-only and Video-only (Prerecorded) (Level A)</p> <p>For pre-recorded audio-only and pre-recorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such:</p> <p>Pre-recorded Audio-only</p> <p style="padding-left: 40px;">An alternative for time-based media is provided that presents equivalent information for pre-recorded audio-only content.</p> <p>Pre-recorded Video-only</p> <p style="padding-left: 40px;">Either an alternative for time-based media or an audio track is provided that presents equivalent information for pre-recorded video-only content.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.</p>
<p>1.2.2 Captions (Pre-recorded) (Level A) Captions are provided for all pre-recorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.</p>
<p>1.2.3 Audio Description or Media Alternative (Pre-recorded) (Level A) An alternative for time-based media or audio description of the pre-recorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such.</p>	<p>Not Applicable</p>	<p>There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.</p>

<p>1.3.1 Info and Relationships (Level A) Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text.</p>	Supports	m Proctor extension contains semantic markup (headings, lists, etc.) to designate headings and emphasized text.
<p>1.3.2 Meaningful Sequence (Level A) When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined.</p>	Supports	Secure Exam Proctor extension is developed in meaningful and correct reading sequence order that can be programmatically determined.
<p>1.3.3 Sensory Characteristics (Level A) Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, color, size, visual location, orientation, or sound.</p> <p>NOTE For requirements related to color, refer to Guideline 1.4.</p>	Supports	Secure Exam Proctor extension content is provided in textual format.
<p>1.4.1 Use of Color (Level A) Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p> <p>NOTE This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding.</p>	Supports	Secure Exam Proctor extension product does not use content which is conveyed only through color .Content is conveyed to all the users in other form as well other than color.
<p>1.4.2 Audio Control (Level A) If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.</p> <p>NOTE</p>	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.

<p>Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>		
<p>2.1.1 Keyboard (Level A) Level A) All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. NOTE This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not. NOTE This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation.</p>	Supports	Secure Exam Proctor extension supports standard keyboard navigation and input functions (such as pressing [Tab] to move between input fields, pressing the arrow keys to move between list items, and pressing [Space] or [Enter] to make selections).
<p>2.1.2 No Keyboard Trap (Level A) If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. NOTE</p>	Supports	m Proctor extension supports standard keyboard navigation and ensures that keyboard users are neither trapped in a subset of content nor the keyboard focus is not locked or trapped.

<p>Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p>		
<p>2.1.4 Character Key Shortcuts (Level A 2.1 only) If a keyboard shortcut is implemented in content using only letter (including upper- and lower-case letters), punctuation, number, or symbol characters, then at least one of the following is true:</p> <p>Turn off A mechanism is available to turn the shortcut off;</p> <p>Remap A mechanism is available to remap the shortcut to use one or more non-printable keyboard characters (e.g. Ctrl, Alt, etc.);</p> <p>Active only on focus The keyboard shortcut for a user interface component is only active when that component has focus.</p>	<p>Not Applicable</p>	<p>There are no character key shortcuts used in the current iteration of the Secure Exam Proctor extension product.</p>
<p>2.2.1 Timing Adjustable (Level A) For each time limit that is set by the content, at least one of the following is true:</p> <p>Turn off The user is allowed to turn off the time limit before encountering it; or</p> <p>Adjust The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</p> <p>Extend The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for</p>	<p>Not Applicable</p>	<p>Time alert functionality is not applicable to Secure Exam Proctor extension, since this exam platform and extension must invalidate sessions once exam is complete.</p>

<p>example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</p> <p>Real-time Exception The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</p> <p>Essential Exception The time limit is essential and extending it would invalidate the activity; or</p> <p>20 Hour Exception The time limit is longer than 20 hours.</p> <p>NOTE This success criterion helps ensure that users can complete tasks without unexpected changes in content or context that are a result of a time limit. This success criterion should be considered in conjunction with Success Criterion 3.2.1, which puts limits on changes of content or context as a result of user action.</p>		
<p>2.2.2 Pause, Stop, Hide (Level A) For moving, blinking, scrolling, or auto-updating information, all of the following are true:</p> <p>Moving, blinking, scrolling For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and</p> <p>Auto-updating For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a</p>	<p>Not Applicable</p>	<p>There is no moving, blinking, scrolling, or auto-updating information available in the current iteration of the product Secure Exam Proctor extension.</p>

<p>mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</p> <p>NOTE For requirements related to flickering or flashing content, refer to Guideline 2.3.</p> <p>NOTE Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.</p> <p>NOTE Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so.</p> <p>NOTE An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken.</p>		
<p>2.3.1 Three Flashes or Below Threshold (Level A) Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.</p> <p>NOTE Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content</p>	<p>Not Applicable</p>	<p>Secure Exam Proctor extension does not contain a part that flashes more than three times in one second.</p>

on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference.		
2.4.1 Bypass Blocks (Level A) A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.	Supports	Secure Exam Proctor extension provides skip to main content link and headings to bypass content repeated across multiple pages.
2.4.2 Page Titled (Level A) Web pages have titles that describe topic or purpose.	Not Applicable	Title of the page is not applicable for Secure Exam Proctor extension since they do not control it.
2.4.3 Focus Order (Level A) If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.	Supports	All the controls are navigated sequentially by tabbing through various inputs & labels. The user controls receive keyboard focus in the same tab order in which they are presented visually on the Secure Exam Proctor extension.
2.4.4 Link Purpose (In Context) (Level A) The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.	Supports	All link elements within Secure Exam Proctor extension provide a purpose through the linked text itself.
2.5.1 Pointer Gestures (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential. NOTE This requirement applies to web content that interprets pointer actions (i.e. this does not apply to actions that are required to operate the user agent or assistive technology).	Not Applicable	No such content available in the current iteration of the Secure Exam Proctor extension product.
2.5.2 Pointer Cancellation (Level A 2.1 only) All functionality that uses multipoint or path-based gestures for	Not Applicable	No such content available in the current iteration of the Secure Exam Proctor extension product.

operation can be operated with a single pointer without a path-based gesture, unless a multipoint or path-based gesture is essential.		
2.5.3 Label in Name (Level A 2.1 only) For user interface components with labels that include text or images of text, the name contains the text that is presented visually.	Supports	Secure Exam Proctor extension provides the accessible name, which matches with the visible text in the label. Speech input users can interact with a webpage by speaking the visible text labels links and buttons that appear on the screen.
2.5.4 Motion Actuation (Level A 2.1 only) Functionality that can be operated by device motion or user motion can also be operated by user interface components and responding to the motion can be disabled to prevent accidental actuation, except when: Supported Interface The motion is used to operate functionality through an accessibility supported interface; Essential The motion is essential for the function and doing so would invalidate the activity.	Not Applicable	No such content available in the current iteration of the Secure Exam Proctor extension product.
3.1.1 Language of Page (Level A) The default human language of each Web page can be programmatically determined.	Supports	The primary language of the page is identified with a valid value on the <html> element for Secure Exam Proctor extension.
3.2.1 On Focus (Level A) When any user interface component receives focus, it does not initiate a change of context.	Supports	There is no context change within Secure Exam Proctor extension pages when a component or control receives focus.
3.2.2 On Input (Level A) Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component.	Supports	Changing the setting of features in Secure Exam Proctor extension user interface does not initiate any change of context.

<p>3.3.1 Error Identification (Level A) If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.</p>	<p>Not Applicable</p>	<p>Secure Exam Proctor extension does not contain any input form field in current iteration of product, thus error identification is not required.</p>
<p>3.3.2 Labels or Instructions (Level A) Labels or instructions are provided when content requires user input.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension provides labels and instructions for the form fields. It prevents user errors by providing clear labels and instructions that are available to everyone at all times.</p>
<p>4.1.1 Parsing (Level A) In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.</p> <p>NOTE Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension provides unique IDs, appropriate start and end tags, appropriate nested elements.</p>
<p>4.1.2 Name, Role, Value (Level A) For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies.</p> <p>NOTE This success criterion is primarily for Web authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification.</p>	<p>Supports</p>	<p>role and value used in Secure Exam Proctor extension web pages are available to assistive technologies via HTML or WAI-ARIA to describe the identity, operation, and state. All buttons are standard HTML form inputs.</p>

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Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>1.2.4 Captions (Live) (Level AA) Captions are provided for all live audio content in synchronized media.</p>	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.
<p>1.2.5 Audio Description (Prerecorded) (Level AA) Audio description is provided for all prerecorded video content in synchronized media.</p>	Not Applicable	There is no time-based media available in the current iteration of the Secure Exam Proctor extension product.
<p>1.3.4 Orientation (Level AA 2.1 only) Content does not restrict its view and operation to a single display orientation, such as portrait or landscape, unless a specific display orientation is essential.</p> <p>NOTE Examples where a particular display orientation may be essential are a bank check, a piano application, slides for a projector or television, or virtual reality content where binary display orientation is not applicable.</p>	Not Applicable	This Secure Exam Proctor extension is not supported on mobile devices.
<p>1.3.5 Identify Input Purpose (Level AA 2.1 only) The purpose of each input field collecting information about the user can be programmatically determined when:</p> <ul style="list-style-type: none"> The input field serves a purpose identified in the Input Purposes for User Interface Components section; and 	Not Applicable	Secure Exam Proctor extension does not contain any input form field in current iteration of product.

<ul style="list-style-type: none"> The content is implemented using technologies with support for identifying the expected meaning for form input data. 		
<p>1.4.3 Contrast (Minimum) (Level AA) The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following:</p> <p>Large Text Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</p> <p>Incidental Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</p> <p>Logotypes Text that is part of a logo or brand name has no contrast requirement.</p>	Supports	<p>Secure Exam Proctor extension pages content sufficient color contrast elements between foreground and background text colors.</p> <p>People who have low vision or are colorblind may have difficulty reading text if the contrast between the texts its background is insufficient. When the contrast ratio between text and its background is adequate, people who have low vision or are colorblind are more likely to be able to read the text.</p>
<p>1.4.4 Resize text (Level AA) Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality.</p>	Supports	<p>The users with their applications and/or web sites integrate secure Exam Proctor extension. Therefore, resizing of text depends on the users who manage the application and the web sites.</p>
<p>1.4.5 Images of Text (Level AA) If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following:</p> <p>Customizable The image of text can be visually customized to the user's requirements;</p> <p>Essential</p>	Supports	<p>There are no such images that has text embedded on them in current iteration of Secure Exam Proctor extension product</p>

<p>A particular presentation of text is essential to the information being conveyed.</p> <p>NOTE Logotypes (text that is part of a logo or brand name) are considered essential.</p>		
<p>1.4.10 Reflow (Level AA 2.1 only) Content can be presented without loss of information or functionality, and without requiring scrolling in two dimensions for:</p> <ul style="list-style-type: none"> • Vertical scrolling content at a width equivalent to 320 CSS pixels; • Horizontal scrolling content at a height equivalent to 256 CSS pixels. <p>Except for parts of the content which require two-dimensional layout for usage or meaning.</p> <p>NOTE Note: 320 CSS pixels is equivalent to a starting viewport width of 1280 CSS pixels wide at 400% zoom. For web content which are designed to scroll horizontally (e.g. with vertical text), the 256 CSS pixels is equivalent to a starting viewport height of 1024px at 400% zoom.</p> <p>NOTE Examples of content which require two-dimensional layout are images, maps, diagrams, video, games, presentations, data tables, and interfaces where it is necessary to keep toolbars in view while manipulating content.</p>	Supports	<p>People with low vision often read content on a desktop computer by scaling content using the browser zoom - up to 400%. When zooming causes content to overlap other content, users with low vision may not be able to see or use that content. When content is created so that it reflows without losing information or functionality at screen widths down to 320px, users can view a web page in a 1280px width browser screen and zoom the content to 400% (320px) without having to scroll side to side to read and without losing access to content. Secure Exam Proctor extension provides such feature.</p>
<p>1.4.11 Non-text Contrast (Level AA 2.1 only) The visual presentation of the following has a contrast ratio of at least 3:1 against adjacent color(s):</p> <p>User Interface Components</p>	Supports	<p>Secure Exam Proctor extension enables people with low vision/colorblind perceive informative graphical object object (i.e., the parts of the graphic required to understand the content) with</p>

<p>Visual information required to identify user interface components and states, except for inactive components or where the appearance of the component is determined by the user agent and not modified by the author;</p> <p>Graphical Objects Parts of graphics required to understand the content, except when a particular presentation of graphics is essential to the information being conveyed.</p>		sufficient contrast between parts of the graphic essential for understanding the graphic.
<p>1.4.12 Text Spacing (Level AA 2.1 only) In content implemented using markup languages that support the following text style properties, no loss of content or functionality occurs by setting all of the following and by changing no other style property:</p> <ul style="list-style-type: none"> • Line height (line spacing) to at least 1.5 times the font size; • Spacing following paragraphs to at least 2 times the font size; • Letter spacing (tracking) to at least 0.12 times the font size; • Word spacing to at least 0.16 times the font size. <p>Exception: Human languages and scripts that do not make use of one or more of these text style properties in written text can conform using only the properties that exist for that combination of language and script.</p>	Supports	Secure Exam Proctor extension maintains the spacing between letters, words, lines of text and paragraphs .This enables people with vision, reading, and cognitive disabilities avoid trouble reading particular fonts or font weights, or more space needed between letters, words, or paragraphs to effectively read text content.
<p>1.4.13 Content on Hover or Focus (Level AA 2.1 only) Where receiving and then removing pointer hover or keyboard focus triggers additional content to become visible and then hidden, the following are true:</p> <p>Dismissable</p>	Supports	Secure Exam Proctor extension does not include any additional content or that is triggered on hover or on focus.

<p>A mechanism is available to dismiss the additional content without moving pointer hover or keyboard focus, unless the additional content communicates an input error or does not obscure or replace other content;</p> <p>Hoverable If pointer hover can trigger the additional content, then the pointer can be moved over the additional content without the additional content disappearing;</p> <p>Persistent The additional content remains visible until the hover or focus trigger is removed, the user dismisses it, or its information is no longer valid. Exception: The visual presentation of the additional content is controlled by the user agent and is not modified by the author.</p> <p>NOTE Examples of additional content controlled by the user agent include browser tooltips created through use of the HTML title attribute.</p> <p>NOTE Custom tooltips, sub-menus, and other nonmodal popups that display on hover and focus are examples of additional content covered by this criterion.</p>		
<p>2.4.5 Multiple Ways (Level AA) More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process.</p>	Supports	Multiple ways to find other web pages on the site is not applicable for Secure Exam Proctor extension because the workflow appears only when end user makes specific selection.
<p>2.4.6 Headings and Labels (Level AA) Headings and labels describe topic or purpose.</p>	Supports	Headings and labels are descriptive enough for users to understand in current iteration of Secure Exam Proctor extension product.
<p>2.4.7 Focus Visible (Level AA) Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.</p>	Supports	Secure Exam Proctor extension provides visible focus indicator to all focusable elements when in focus.

<p>3.1.2 Language of Parts (Level AA) The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.</p>	Supports	Secure Exam Proctor extension provides Inline language changes identified with a valid Lang attribute.
<p>3.2.3 Consistent Navigation (Level AA) Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user.</p>	Supports	Secure Exam Proctor extension provides consistent and repeatable top menu navigation mechanism across all pages to assist users with assistive technologies.
<p>3.2.4 Consistent Identification (Level AA) Components that have the same functionality within a set of Web pages are identified consistently.</p>	Supports	User interface controls are identified consistently for the same functionality across Secure Exam Proctor extension pages.
<p>3.3.3 Error Suggestion (Level AA) If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.</p>	Supports	Secure Exam Proctor extension does not contain any input form field in current iteration of product.
<p>3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true:</p> <p>Reversible Submissions are reversible.</p> <p>Checked Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</p> <p>Confirmed A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</p>	Supports	Secure Exam Proctor extension provides the ability to review and correct information gives (all) people an opportunity to detect a mistake before taking an action that has serious consequences.

<p>4.1.3 Status Messages (Level AA 2.1 only) In content implemented using markup languages, status messages can be programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension provides status messages, which are programmatically determined through role or properties such that they can be presented to the user by assistive technologies without receiving focus.</p>
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Table 3: Success Criteria, Level AAA

Notes: Level AAA success criterions are not within the scope of this conformance evaluation.

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Notes:

Chapter 4: [4.2 Functional Performance Statements \(FPS\)](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>4.2.1 Usage without vision: Where ICT provides visual modes of operation, some users need ICT to provide at least one mode of operation that does not require vision. Notes: Audio and tactile user interfaces may contribute towards meeting this clause.</p>	<p>Supports</p>	<p>Secure Exam Proctor extension uses standard HTML and WAI-ARIA attributes to describe the identity, operation, and state of user interface elements to assistive technologies.</p>
<p>4.2.2 Usage with limited vision:</p>	<p>Supports</p>	<p>m Proctor extension supports standard browser magnification and</p>

<p>Where ICT provides visual modes of operation, some users will need the ICT to provide features that enable users to make better use of their limited vision.</p> <p>Note 1: Magnification, reduction of required field of vision and control of contrast, brightness and intensity can contribute towards meeting this clause.</p> <p>Note 2: Where significant features of the user interface are dependent on depth perception, the provision of additional methods of distinguishing between the features may contribute towards meeting this clause.</p> <p>Note 3: Users with limited vision may also benefit from non-visual access (see clause 4.2.1).</p>		<p>contrast adjustments and enables users to magnify font size of the textual content available on the user screen.</p>
<p>4.2.3 Usage without perception of color:</p> <p>Where ICT provides visual modes of operation, some users will need the ICT to provide a visual mode of operation that does not require user perception of colour.</p> <p>Note: Where significant features of the user interface are colour-coded, the provision of additional methods of distinguishing between the features may contribute towards meeting this clause.</p>	<p>Supports</p>	<p>y used as a decorative or supplemental attribute of the user interface elements. A textual representation is always used as the primary mechanism for conveying information.</p>
<p>4.2.4 Usage without hearing:</p> <p>Where ICT provides auditory modes of operation, some users need ICT to provide at least one mode of operation that does not require hearing.</p> <p>Note: Visual and tactile user interfaces may contribute towards meeting this clause.</p>	<p>Not Applicable</p>	<p>Secure Exam Proctor extension does not include audio-only features that require hearing to be used.</p>
<p>4.2.5 Usage with limited hearing:</p> <p>Where ICT provides auditory modes of operation, some users will need the ICT to provide enhanced audio features.</p> <p>Note 1: Enhancement of the audio clarity, reduction of background noise, increased range of volume and greater volume in the higher frequency range can contribute towards meeting this clause.</p>	<p>Not Applicable</p>	<p>Secure Exam Proctor extension does not include audio-only features that require hearing to be used.</p>

<p>Note 2: Users with limited hearing may also benefit from non-hearing access (see clause 4.2.4).</p>		
<p>4.2.6 Usage without vocal capability: Where ICT requires vocal input from users, some users will need the ICT to provide at least one mode of operation that does not require them to generate vocal output. Note 1: This clause covers the alternatives to the use of orally-generated sounds, including speech, whistles, clicks, etc. Note 2: Keyboard, pen or touch user interfaces may contribute towards meeting this clause.</p>	<p>Not Applicable</p>	<p>Secure Exam Proctor extension does not require speech input</p>
<p>4.2.7 Usage with limited manipulation or strength: Where ICT requires manual actions, some users will need the ICT to provide features that enable users to make use of the ICT through alternative actions not requiring manipulation or hand strength. Note 1: Examples of operations that users may not be able to perform include those that require fine motor control, path dependent gestures, pinching, twisting of the wrist, tight grasping, or simultaneous manual actions. Note 2: One-handed operation, sequential key entry and speech user interfaces may contribute towards meeting this clause. Note 3: Some users have limited hand strength and may not be able to achieve the level of strength to perform an operation. Alternative user interface solutions that do not require hand strength may contribute towards meeting this clause.</p>	<p>Supports</p>	<p>m Proctor extension supports standard input mechanisms such as user-provided keyboards and pointing devices.</p>
<p>4.2.8 Usage with limited reach: Where ICT products are free-standing or installed, the operational elements will need to be within reach of all users. Note: Considering the needs of wheelchair users and the range of user statures in the placing of operational elements</p>	<p>Not Applicable</p>	

of the user interface may contribute towards meeting this clause.		
<p>4.2.9 Minimize photosensitive seizure triggers: Where ICT provides visual modes of operation, some users need ICT to provide at least one mode of operation that minimizes the potential for triggering photosensitive seizures. Note: Limiting the area and number of flashes per second may contribute towards meeting this clause.</p>	Supports	m Proctor extension does not include visual features with flashing that could trigger seizures
<p>4.2.10 Usage with limited cognition: Some users will need the ICT to provide features that make it simpler and easier to use. Note 1: This clause is intended to include the needs of persons with limited cognitive, language and learning abilities. Note 2: Adjustable timings, error indication and suggestion, and a logical focus order are examples of design features that may contribute towards meeting this clause.</p>	Supports	m Proctor extension uses a logical focus order
<p>4.2.11 Privacy: Where ICT provides features that are provided for accessibility, some users will need their privacy to be maintained when using those ICT features that are provided for accessibility. Note: Enabling the connection of personal headsets for private listening, not providing a spoken version of characters being masked and enabling user control of legal, financial and personal data are examples of design features that may contribute towards meeting this clause.</p>	Supports	m Proctor extension does not impede usage of standard privacy controls alongside assistive technologies. For example, users can connect a headset for private screen reader announcement.

Chapter 5: [Generic Requirements](#)

Notes: Secure Exam Proctor Extension supports standard assistive technologies and thus the closed functionality criteria described in this chapter does not apply.

Criteria	Conformance Level	Remarks and Explanations
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5.1 Closed functionality	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
5.1.2 General	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>5.1.2.1 Closed functionality: <i>Note 1: ICT may close some, but not all, of its functionalities. Only the closed functionalities have to conform to the requirements of clause 5.1.</i> <i>Note 2: The provisions within this clause are requirements for the closed functionality of ICT that replace those requirements in clauses 5.2 to 13 that specifically state that they do not apply to closed functionality. This may be because they relate to compatibility with assistive technology or to the ability for the user to adjust system accessibility settings in products with closed functionality (e.g. products that prevent access to the system settings control panel).</i></p>	See 5.2 through 13	See information in 5.2 through 13
<p>5.1.2.2 Assistive technology: <i>Where ICT has closed functionality, that closed functionality shall be operable without requiring the user to attach, connect or install assistive technology and shall conform to the generic requirements of clauses 5.1.3 to 5.1.6 as applicable. Personal headsets and induction loops shall not be classed as assistive technology for the purpose of this clause.</i></p>	See 5.1.3 through 5.1.6	See information in 5.1.3 through 5.1.6
5.1.3 Non-visual access	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>5.1.3.1 General: Where visual information is needed to enable the use of those functions of ICT that are closed to assistive technologies for screen reading, ICT shall provide at least one mode of operation using non-visual access to enable the use of those functions. Note 1: Non-visual access may be in an audio form, including speech, or a tactile form. Note 2: The visual information needed to enable use of some functions may include operating instructions and orientation,</p>	Not Applicable	

<p>transaction prompts, user input verification, error messages and non-text content.</p>		
<p>5.1.3.2 Auditory output delivery including speech: Where auditory output is provided as non-visual access to closed functionality, the auditory output shall be delivered: a) either directly by a mechanism included in or provided with the ICT; or b) by a personal headset that can be connected through a 3,5 mm audio jack, or an industry standard connection, without requiring the use of vision. Note 1: Mechanisms included in or provided with ICT may be, but are not limited to, a loudspeaker, a built-in handset/headset, or other industry standard coupled peripheral. Note 2: An industry standard connection could be a wireless connection. Note 3: Some users may benefit from the provision of an inductive loop.</p>	<p>Not Applicable</p>	
<p>5.1.3.3 Auditory output correlation: Where auditory output is provided as non-visual access to closed functionality, and where information is displayed on the screen, the ICT should provide auditory information that allows the user to correlate the audio with the information displayed on the screen. Note 1: Many people who are legally blind still have visual ability and use aspects of the visual display even if it cannot be fully comprehended. An audio alternative that is both complete and complementary includes all visual information such as focus or highlighting, so that the audio can be correlated with information that is visible on the screen at any point in time. Note 2: Examples of auditory information that allows the user to correlate the audio with the information displayed on the</p>	<p>Not Applicable</p>	

<p>screen include structure and relationships conveyed through presentation.</p>		
<p>5.1.3.4 Speech output user control: Where speech output is provided as non-visual access to closed functionality, the speech output shall be capable of being interrupted and repeated when requested by the user, where permitted by security requirements. Note 1: It is best practice to allow the user to pause speech output rather than just allowing them to interrupt it. Note 2: It is best practice to allow the user to repeat only the most recent portion rather than requiring play to start from the beginning.</p>	<p>Not Applicable</p>	
<p>5.1.3.5 Speech output automatic interruption: Where speech output is provided as non-visual access to closed functionality, the ICT shall interrupt current speech output when a user action occurs and when new speech output begins. Note: Where it is essential that the user hears the entire message, e.g. a safety instruction or warning, the ICT may need to block all user action so that speech is not interrupted.</p>	<p>Not Applicable</p>	
<p>5.1.3.6 Speech output for non-text content: Where ICT presents non-text content, the alternative for non-text content shall be presented to users via speech output unless the non-text content is pure decoration or is used only for visual formatting. The speech output for non-text content shall follow the guidance for "text alternative" described in WCAG 2.1 [5] Success Criterion 1.1.1.</p>	<p>Not Applicable</p>	
<p>5.1.3.7 Speech output for video information: Where pre-recorded video content is needed to enable the use of closed functions of ICT and where speech output is provided as non-visual access to closed functionality, the speech output shall present equivalent information for the pre-recorded video content.</p>	<p>Not Applicable</p>	

<p>Note: This speech output can take the form of an audio description or an auditory transcript of the video content.</p>		
<p>5.1.3.8 Masked entry: Where auditory output is provided as non-visual access to closed functionality, and the characters displayed are masking characters, the auditory output shall not be a spoken version of the characters entered unless the auditory output is known to be delivered only to a mechanism for private listening, or the user explicitly chooses to allow non-private auditory output. Note 1: Masking characters are usually displayed for security purposes and include but are not limited to asterisks representing personal identification numbers. Note 2: Unmasked character output might be preferred when closed functionality is used, for example, in the privacy of the user's home. A warning highlighting privacy concerns might be appropriate to ensure that the user has made an informed choice.</p>	<p>Not Applicable</p>	
<p>5.1.3.9 Private access to personal data: Where auditory output is provided as non-visual access to closed functionality, and the output contains data that is considered to be private according to the applicable privacy policy, the corresponding auditory output shall only be delivered through a mechanism for private listening that can be connected without requiring the use of vision, or through any other mechanism explicitly chosen by the user. Note 1: This requirement does not apply in cases where data is not defined as being private according to the applicable privacy policy or where there is no applicable privacy policy. Note 2: Non-private output might be preferred when closed functionality is used, for example, in the privacy of the user's home. A warning highlighting privacy concerns might be appropriate to ensure that the user has made an informed choice.</p>	<p>Not Applicable</p>	

<p>5.1.3.10 Non-interfering audio output: Where auditory output is provided as non-visual access to closed functionality, the ICT shall not automatically play, at the same time, any interfering audible output that lasts longer than three seconds.</p>	Not Applicable	
<p>5.1.3.11 Private listening volume: Where auditory output is provided as non-visual access to closed functionality and is delivered through a mechanism for private listening, ICT shall provide at least one non-visual mode of operation for controlling the volume.</p>	Not Applicable	
<p>5.1.3.12 Speaker volume: Where auditory output is provided as non-visual access to closed functionality and is delivered through speakers on ICT, a non-visual incremental volume control shall be provided with output amplification up to a level of at least 65 dBA (-29 dBPaA). NOTE: For noisy environments, 65 dBA may not be sufficient.</p>	Not Applicable	
<p>5.1.3.13 Volume reset: Where auditory output is provided as non-visual access to closed functionality, a function that resets the volume to be at a level of 65 dBA or less after every use, shall be provided, unless the ICT is dedicated to a single user. NOTE: A feature to disable the volume reset function may be provided in order to enable the single-user exception to be met.</p>	Not Applicable	
<p>5.1.3.14 Spoken languages: Where speech output is provided as non-visual access to closed functionality, speech output shall be in the same human language as the displayed content provided, except: a) for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text;</p>	Not Applicable	

<p>b) where the content is generated externally and not under the control of the ICT vendor, clause 5.1.3.14 shall not be required to apply for languages not supported by the ICT's speech synthesizer;</p> <p>c) for displayed languages that cannot be selected using non-visual access;</p> <p>d) where the user explicitly selects a speech language that is different from the language of the displayed content.</p>		
<p>5.1.3.15 Non-visual error identification: Where speech output is provided as non-visual access to closed functionality and an input error is automatically detected, speech output shall identify and describe the item that is in error.</p>	Not Applicable	
<p>5.1.3.16 Receipts, tickets, and transactional outputs: Where ICT is closed to visual access and provides receipts, tickets or other outputs as a result of a self-service transaction, speech output shall be provided which shall include all information necessary to complete or verify the transaction. In the case of ticketing machines, printed copies of itineraries and maps shall not be required to be audible. NOTE: The speech output may be provided by any element of the total ICT system.</p>	Not Applicable	
<p>5.1.4 Functionality closed to text enlargement (refer to the Standards for complete text of this criteria and formula): Where any functionality of ICT is closed to the text enlargement features of platform or assistive technology, the ICT shall provide a mode of operation where the text and images of text necessary for all functionality is displayed in such a way that a non-accented capital "H" subtends an angle of at least 0,7 degrees at a viewing distance specified by the supplier. The subtended angle, in degrees, may be calculated from: [formula]Where:</p>	Not Applicable	

<ul style="list-style-type: none"> • is the subtended angle in degrees • H is the height of the text • D is the viewing distance • D and H are expressed in the same units <p>Note 1: The intent is to provide a mode of operation where text is large enough to be used by most users with low vision.</p>		
<p>5.1.5 Visual output for auditory information: Where pre-recorded auditory information is needed to enable the use of closed functions of ICT, the ICT shall provide visual information that is equivalent to the pre-recorded auditory output. Note: This visual information can take the form of captions or text transcripts.</p>	Not Applicable	
<p>5.1.6 Operation without keyboard interface</p>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>5.1.6.1 Closed functionality: <i>Where ICT functionality is closed to keyboards or keyboard interfaces, all functionality shall be operable without vision as required by clause 5.1.3.</i></p>	See 5.1.3.1 through 5.1.3.16	See information in 5.1.3.1 through 5.1.3.16
<p>5.1.6.2 Input focus: Where ICT functionality is closed to keyboards or keyboard interfaces and where input focus can be moved to a user interface element, it shall be possible to move the input focus away from that element using the same mechanism, in order to avoid trapping the input focus.</p>	Not Applicable	
<p>5.2 Activation of accessibility features: Where ICT has documented accessibility features, it shall be possible to activate those documented accessibility features that are required to meet a specific need without relying on a method that does not support that need.</p>	Not Applicable	
<p>5.3 Biometrics: Where ICT uses biological characteristics, it shall not rely on the use of a particular biological characteristic as the only means of user identification or for control of ICT.</p>	Not Applicable	

<p>Note 1: Alternative means of user identification or for control of ICT could be non-biometric or biometric.</p> <p>Note 2: Biometric methods based on dissimilar biological characteristics increase the likelihood that individuals with disabilities possess at least one of the specified biological characteristics. Examples of dissimilar biological characteristics are fingerprints, eye retinal patterns, voice, and face.</p>		
<p>5.4 Preservation of accessibility information during conversion:</p> <p>Where ICT converts information or communication it shall preserve all documented non-proprietary information that is provided for accessibility, to the extent that such information can be contained in or supported by the destination format.</p>	Not Applicable	
<p>5.5 Operable parts</p>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>5.5.1 Means of operation:</p> <p>Where ICT has operable parts that require grasping, pinching, or twisting of the wrist to operate, an accessible alternative means of operation that does not require these actions shall be provided.</p>	Not Applicable	
<p>5.5.2 Operable parts discernibility:</p> <p>Where ICT has operable parts, it shall provide a means to discern each operable part, without requiring vision and without performing the action associated with the operable part.</p> <p>Note: One way of meeting this requirement is by making the operable parts tactilely discernible.</p>	Not Applicable	
<p>5.6 Locking or toggle controls</p>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>5.6.1 Tactile or auditory status:</p> <p>Where ICT has a locking or toggle control and that control is visually presented to the user, the ICT shall provide at least one mode of operation where the status of the control can be determined either through touch or sound without operating the control.</p>	Not Applicable	

<p>Note 1: Locking or toggle controls are those controls that can only have two or three states and that keep their state while being used.</p> <p>Note 2: An example of a locking or toggle control is the "Caps Lock" key found on most keyboards. Another example is the volume button on a pay telephone, which can be set at normal, loud, or extra loud volume.</p>		
<p>5.6.2 Visual status:</p> <p>Where ICT has a locking or toggle control and the control is non-visually presented to the user, the ICT shall provide at least one mode of operation where the status of the control can be visually determined when the control is presented.</p> <p>Note 1: Locking or toggle controls are those controls that can only have two or three states and that keep their state while being used.</p> <p>Note 2: An example of a locking or toggle control is the "Caps Lock" key found on most keyboards. An example of making the status of a control determinable is a visual status indicator on a keyboard.</p>	Not Applicable	
<p>5.7 Key repeat:</p> <p>Where ICT has a key repeat function that cannot be turned off:</p> <p>a) the delay before the key repeat shall be adjustable to at least 2 seconds; and</p> <p>b) the key repeat rate shall be adjustable down to one character per 2 seconds.</p>	Not Applicable	
<p>5.8 Double-strike key acceptance:</p> <p>Where ICT has a keyboard or keypad, the delay after any keystroke, during which an additional key-press will not be accepted if it is identical to the previous keystroke, shall be adjustable up to at least 0,5 seconds.</p>	Not Applicable	
<p>5.9 Simultaneous user actions:</p>	Not Applicable	

<p>Where ICT uses simultaneous user actions for its operation, such ICT shall provide at least one mode of operation that does not require simultaneous user actions to operate the ICT. NOTE: Having to use both hands to open the lid of a laptop, having to press two or more keys at the same time or having to touch a surface with more than one finger are examples of simultaneous user actions.</p>		
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Chapter 6: [ICT with Two-Way Voice Communication](#)

Notes: Secure Exam Proctor Extension does not offer two-way voice communication; therefore, this chapter does not apply.

Criteria	Conformance Level	Remarks and Explanations
<p>6.1 Audio bandwidth for speech: Where ICT provides two-way voice communication, in order to provide good audio quality, that ICT shall be able to encode and decode two-way voice communication with a frequency range with an upper limit of at least 7 000 Hz. Note 1: For the purposes of interoperability, support of Recommendation ITU-T G.722 [i.21] is widely used. Note 2: Where codec negotiation is implemented, other standardized codecs such as Recommendation ITU-T G.722.2 [i.22] are sometimes used so as to avoid transcoding.</p>	Not Applicable	
<p>6.2 Real-time text (RTT) functionality</p>	Heading cell – no response required	Heading cell – no response required
<p>6.2.1.1 RTT communication: Where ICT supports two-way voice communication in a specified context of use, the ICT shall allow a user to communicate with another user by RTT. Note 1: The RTT capability can be provided as a factory default or added later.</p>	Not Applicable	

<p>Note 2: Provision of RTT may require additional service provision, additional hardware and/or software which may be provided separately or together.</p>		
<p>6.2.1.2 Concurrent voice and text: Where ICT supports two-way voice communication in a specified context of use, and enables a user to communicate with another user by RTT, it shall provide a mechanism to select a mode of operation which allows concurrent voice and text. Note: The availability of voice and RTT running concurrently can allow the RTT to replace or support voice and transfer additional information such as numbers, currency amounts and spelling of names.</p>	Not Applicable	
<p>6.2.2.1 Visually distinguishable display: Where ICT has RTT send and receive capabilities, displayed sent text shall be visually differentiated from and separated from received text.</p>	Not Applicable	
<p>6.2.2.2 Programmatically determinable send and receive direction: Where ICT has RTT send and receive capabilities, the send/receive direction of transmitted text shall be programmatically determinable, unless the RTT has closed functionality. NOTE: The intent of this clause is to enable screen readers to be able to distinguish between incoming text and outgoing text when used with RTT functionality.</p>	Not Applicable	
<p>6.2.3 Interoperability: Where ICT with RTT functionality interoperates with other ICT with RTT functionality (as required by clause 6.2.1.1) they shall support at least one of the four RTT interoperability mechanisms described below: a) ICT interoperating over the Public Switched Telephone Network (PSTN), with other ICT that directly connects to the</p>	Not Applicable	

<p>PSTN as described in Recommendation ITU-T V.18 [i.23] or any of its annexes for text telephony signals at the PSTN interface;</p> <p>b) ICT interoperating with other ICT using VOIP with Session Initiation Protocol (SIP) and using real-time text that conforms to IETF RFC 4103 [i.13];</p> <p>c) ICT interoperating with other ICT using RTT that conforms with the IP Multimedia Sub-System (IMS) set of protocols specified in ETSI TS 126 114 [i.10], ETSI TS 122 173 [i.11] and ETSI TS 134 229 [i.12];</p> <p>d) ICT interoperating with other ICT using a relevant and applicable common specification for RTT exchange that is published and available. This common specification shall include a method for indicating loss or corruption of characters.</p>		
<p>6.2.4 Real-time text responsiveness: Where ICT utilises RTT input, that RTT input shall be transmitted to the ICT network supporting RTT within 1 second of the input entry. Note 1: Input entry is considered to have occurred when sufficient user input has occurred for the ICT to establish which character(s) to send. Note 2: Input entry will differ between systems where text is entered on a word-by-word basis (e.g. speech-to-text and predictive-text based systems) and systems where each character is separately generated.</p>	Not Applicable	
<p>6.3 Caller ID: Where ICT provides caller identification or similar telecommunications functions are provided, the caller identification and similar telecommunications functions shall be available in text form and in at least one other modality.</p>	Not Applicable	
<p>6.4 Alternatives to voice-based services: Where ICT provides real-time voice-based communication and also provides voice mail, auto-attendant, or interactive voice response facilities, the ICT should offer users a means to</p>	Not Applicable	

<p>access the information and carry out the tasks provided by the ICT without the use of hearing or speech. Note: Solutions capable of handling audio, real-time text and video media could satisfy the above requirement.</p>		
<p>6.5 Video communication</p>	<p><i>Heading cell – no response required</i></p>	<p><i>Heading cell – no response required</i></p>
<p>6.5.1 General (informative): <i>Clause 6.5 (Video communications) provides performance requirements that support users who communicate using sign language and lip-reading. For these users, good usability is achieved with Common Intermediate Format (CIF) resolution, a frame rate of 20 frames per second and over, with a time difference between speech audio and video that does not exceed 100 ms.</i> <i>When the resolution is reduced to Quarter Common Intermediate Format (QCIF) and the frame rate drops to 12 frames per second the communication is still usable with some restrictions.</i> <i>A lower resolution causes less disturbance to the perception of sign language and lip-reading than that caused by a lower frame rate.</i> <i>Delay can be a problem in video communication. Overall delay values below 0,4 s are preferred, with an increase in preference down to 0,1 s. Values over 0,8 s are felt to hinder a good sign conversation. Overall delay depends on multiple factors, including e.g. network delay and video processing. For this reason, a testable requirement on minimum values for overall delay cannot be produced.</i></p>	<p><i>Heading cell – no response required</i></p>	<p><i>Heading cell – no response required</i></p>
<p>6.5.2 Resolution: Where ICT that provides two-way voice communication includes real-time video functionality, the ICT: a) shall support at least QCIF resolution; b) should preferably support at least CIF resolution.</p>	<p>Not Applicable</p>	

<p>6.5.3 Frame rate: Where ICT that provides two-way voice communication includes real-time video functionality, the ICT: a) shall support a frame rate of at least 12 frames per second (FPS); b) should preferably support a frame rate of at least 20 frames per second (FPS) with or without sign language in the video stream.</p>	Not Applicable	
<p>6.5.4 Synchronization between audio and video: Where ICT that provides two-way voice communication includes real-time video functionality, the ICT should ensure a maximum time difference of 100 ms between the speech and video presented to the user.</p>	Not Applicable	
<p>6.6 Alternatives to video-based services: <i>This success criteria meets completely by the TDS Application.</i></p>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>

Chapter [7: ICT with Video Capabilities](#)

Notes: No video content is available; therefore, this chapter does not apply

Criteria	Conformance Level	Remarks and Explanations
<p>7.1 Caption processing technology</p>	Heading cell – no response required	Heading cell – no response required
<p>7.1.1 Captioning playback: Where ICT displays video with synchronized audio, it shall have a mode of operation to display the available captions. Where closed captions are provided as part of the content, the ICT shall allow the user to choose to display the captions. Note: Captions may contain information about timing, colour and positioning. This caption data is important for caption users. Timing is used for caption synchronization. Colour can</p>	Not Applicable	

<p>be used for speaker identification. Position can be used to avoid obscuring important information.</p>		
<p>7.1.2 Captioning synchronization: Where ICT displays captions, the mechanism to display captions shall preserve synchronization between the audio and the corresponding captions.</p>	Not Applicable	
<p>7.1.3 Preservation of captioning: Where ICT transmits, converts or records video with synchronized audio, it shall preserve caption data such that it can be displayed in a manner consistent with clauses 7.1.1 and 7.1.2. Additional presentational aspects of the text such as screen position, text colours, text style and text fonts may convey meaning, based on regional conventions. Altering these presentational aspects could change the meaning and should be avoided wherever possible.</p>	Not Applicable	
<p>7.2.1 Audio description playback</p>	Not Applicable	
<p>7.2.2 Audio description synchronization: Where ICT displays video with synchronized audio, it shall provide a mechanism to select and play available audio description to the default audio channel. Where video technologies do not have explicit and separate mechanisms for audio description, an ICT is deemed to satisfy this requirement if the ICT enables the user to select and play several audio tracks. Note 1: In such cases, the video content can include the audio description as one of the available audio tracks. Note 2: Audio descriptions in digital media sometimes include information to allow descriptions that are longer than the gaps between dialogue. Support in digital media players for this "extended audio description" feature is useful, especially for digital media that is viewed personally.</p>	Not Applicable	

<p>7.2.3 Preservation of audio description: Where ICT transmits, converts, or records video with synchronized audio, it shall preserve audio description data such that it can be played in a manner consistent with clauses 7.2.1 and 7.2.2.</p>	Not Applicable	
<p>7.3 User controls for captions and audio description: Where ICT primarily displays materials containing video with associated audio content, user controls to activate subtitling and audio description shall be provided to the user at the same level of interaction (i.e. the number of steps to complete the task) as the primary media controls. Note 1: Primary media controls are the set of controls that the user most commonly uses to control media. Note 2: Products that have a general hardware volume control, such as a telephone, or a laptop which can be configured to display video through software but which is not its primary purpose, would not need dedicated hardware controls for captions and descriptions; however software controls, or hardware controls mapped through software, would need to be at the same level of interaction. Note 3: It is best practice for ICT to include additional controls enabling the user to select whether captions and audio description are turned on or off by default.</p>	Not Applicable	

Chapter [8: Hardware](#)

Notes: The ICT covered by this VPAT is not hardware. As such, the requirements of this chapter does not apply.

Chapter [9: Web](#) (see *WCAG 2.1 section*)

Notes:

Chapter [10: Non-web Documents](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
10.0 General	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
10.1.1.1 through 10.4.1.3	See WCAG 2.x section	See information in WCAG section
10.5 Caption positioning: Where ICT is a non-web document that contains synchronized media with captions, the captions should not obscure relevant information in the synchronized media.	Not Applicable	
10.6 Audio description timing: Where ICT is a non-web document that contains synchronized media with audio description, the audio description should not interfere with relevant audio information in the synchronized media.	Not Applicable	

Chapter [11: Software](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
11.0 General	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
11.1.1.1 through 11.4.1.3	See WCAG 2.x section	See information in WCAG section
11.5 Interoperability with assistive technology	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
11.5.1 Closed functionality (informative): Where the closed functionality of software conforms to clause 5.1 (Closed functionality) it shall not be required to conform with clause 11.5.2 to clause 11.5.2.17.	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
11.5.2 Accessibility services	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
11.5.2.1 Platform accessibility service support for software that provides a user interface:	See 11.3.2.5 through 11.3.2.17	See information in 11.3.2.5 through 11.3.2.17

<p><i>Platform software shall provide a set of documented platform services that enable software that provides a user interface running on the platform software to interoperate with assistive technology.</i></p> <p><i>Platform software should support requirements 11.5.2.5 to 11.5.2.17 except that, where a user interface concept that corresponds to one of the clauses 11.5.2.5 to 11.5.2.17 is not supported within the software environment, these requirements are not applicable. For example, selection attributes from 11.5.2.14 (Modification of focus and selection attributes) may not exist in environments that do not allow selection, which is most commonly associated with copy and paste.</i></p>		
<p>11.5.2.2 Platform accessibility service support for assistive technologies</p>	<p>See 11.3.2.5 through 11.3.2.17</p>	<p>See information in 11.3.2.5 through 11.3.2.17</p>
<p>11.5.2.3 Use of accessibility services:</p> <p>Where the software provides a user interface it shall use the applicable documented platform accessibility services. If the documented platform accessibility services do not allow the software to meet the applicable requirements of clauses 11.5.2.5 to 11.5.2.17, then software that provides a user interface shall use other documented services to interoperate with assistive technology.</p> <p>Note: The term "documented platform accessibility services" refers to the set of services provided by the platform according to clauses 11.5.2.1 and 11.5.2.2.</p> <p>It is best practice to develop software using toolkits that automatically implement the underlying platform accessibility services.</p>	<p>Not Applicable</p>	<p>This is not a platform software</p>
<p>11.5.2.4 Assistive technology:</p> <p>Where the ICT is assistive technology it shall use the documented platform accessibility services.</p>	<p>Not Applicable</p>	<p>This is not a platform software</p>

<p>Note 1: The term "documented platform accessibility services" refers to the set of services provided by the platform according to clauses 11.5.2.1 and 11.5.2.2.</p> <p>Note 2: Assistive technology can also use other documented accessibility services.</p>		
<p>11.5.2.5 Object information: Where the software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make the user interface elements' role, state(s), boundary, name, and description programmatically determinable by assistive technologies.</p>	Not Applicable	This is not a platform software
<p>11.5.2.6 Row, column, and headers: Where the software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make the row and column of each cell in a data table, including headers of the row and column if present, programmatically determinable by assistive technologies.</p>	Not Applicable	This is not a platform software
<p>11.5.2.7 Values: Where the software provides a user interface, it shall, by using the services as described in clause 11.5.2.3, make the current value of a user interface element and any minimum or maximum values of the range, if the user interface element conveys information about a range of values, programmatically determinable by assistive technologies.</p>	Not Applicable	This is not a platform software
<p>11.5.2.8 Label relationships: Where the software provides a user interface it shall expose the relationship that a user interface element has as a label for another element, or of being labelled by another element, using the services as described in clause 11.5.2.3, so that this information is programmatically determinable by assistive technologies.</p>	Not Applicable	This is not a platform software
<p>11.5.2.9 Parent-child relationships:</p>	Not Applicable	This is not a platform software

<p>Where the software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make the relationship between a user interface element and any parent or children elements programmatically determinable by assistive technologies.</p>		
<p>11.5.2.10 Text: Where the software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make the text contents, text attributes, and the boundary of text rendered to the screen programmatically determinable by assistive technologies.</p>	Not Applicable	This is not a platform software
<p>11.5.2.11 List of available actions: Where the software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make a list of available actions that can be executed on a user interface element, programmatically determinable by assistive technologies.</p>	Not Applicable	This is not a platform software
<p>11.5.2.12 Execution of available actions: Where permitted by security requirements, software that provides a user interface shall, by using the services as described in clause 11.5.2.3, allow the programmatic execution of the actions exposed according to clause 11.5.2.11 by assistive technologies. Note 1: In some cases the security requirements imposed on a software product may forbid external software from interfering with the ICT product. Examples of systems under strict security requirements are systems dealing with intelligence activities, cryptologic activities related to national security, command and control of military forces. Note 2: Assistive technologies may be required to maintain the same level of security as the standard input mechanisms supported by the platform.</p>	Not Evaluated	This is not a platform software
<p>11.5.2.13 Tracking of focus and selection attributes:</p>	Not Applicable	This is not a platform software

<p>Where software provides a user interface it shall, by using the services as described in clause 11.5.2.3, make information and mechanisms necessary to track focus, text insertion point, and selection attributes of user interface elements programmatically determinable by assistive technologies.</p>		
<p>11.5.2.14 Modification of focus and selection attributes: Where permitted by security requirements, software that provides a user interface shall, by using the services as described in clause 11.5.2.3, allow assistive technologies to programmatically modify focus, text insertion point, and selection attributes of user interface elements where the user can modify these items. Note 1: In some cases the security requirements imposed on a software product may forbid external software from interfering with the ICT product and so this requirement would not apply. Examples of systems under strict security requirements are systems dealing with intelligence activities, cryptologic activities related to national security, command and control of military forces. Note 2: Assistive technologies may be required to maintain the same level of security as the standard input mechanisms supported by the platform.</p>	Not Applicable	This is not a platform software
<p>11.5.2.15 Change notification: Where software provides a user interface it shall, by using the services as described in clause 11.5.2.3, notify assistive technologies about changes in those programmatically determinable attributes of user interface elements that are referenced in requirements 11.5.2.5 to 11.5.2.11 and 11.5.2.13.</p>	Not Applicable	This is not a platform software
<p>11.5.2.16 Modifications of states and properties: Where permitted by security requirements, software that provides a user interface shall, by using the services as described in clause 11.5.2.3, allow assistive technologies to</p>	Not Applicable	This is not a platform software

<p>programmatically modify states and properties of user interface elements, where the user can modify these items.</p> <p>Note 1: In some cases the security requirements imposed on a software product may forbid external software from interfering with the ICT product and so this requirement would not apply. Examples of systems under strict security requirements are systems dealing with intelligence activities, cryptologic activities related to national security, command and control of military forces.</p> <p>Note 2: Assistive technologies may be required to maintain the same level of security as the standard input mechanisms supported by the platform.</p>		
<p>11.5.2.17 Modifications of values and text:</p> <p>Where permitted by security requirements, software that provides a user interface shall, by using the services as described in clause 11.5.2.3, allow assistive technologies to modify values and text of user interface elements using the input methods of the platform, where a user can modify these items without the use of assistive technology.</p> <p>Note 1: In some cases the security requirements imposed on a software product may forbid external software from interfering with the ICT product and so this requirement would not apply. Examples of systems under strict security requirements are systems dealing with intelligence activities, cryptologic activities related to national security, command and control of military forces.</p> <p>Note 2: Assistive technologies may be required to maintain the same level of security as the standard input mechanisms supported by the platform.</p>	Not Applicable	This is not a platform software
<p>11.6 Documented accessibility usage:</p>	<p><i>Heading cell – no response required</i></p>	<p><i>Heading cell – no response required</i></p>
<p>11.6.1 User control of accessibility features:</p>	Not Applicable	

<p>Where software is a platform it shall provide sufficient modes of operation for user control over those platform accessibility features documented as intended for users.</p>		
<p>11.6.2 No disruption of accessibility features: Where software provides a user interface it shall not disrupt those documented accessibility features that are defined in platform documentation except when requested to do so by the user during the operation of the software.</p>	Supports	Change in the contrast setting under “Ease of Access” is honored by Secure Exam Proctor browser extension
<p>11.7 User preferences: Where software provides a user interface it shall provide sufficient modes of operation that use user preferences for platform settings for colour, contrast, font type, font size, and focus cursor except for software that is designed to be isolated from its underlying platforms.</p>	Supports	<p>Change in the contrast setting under “Ease of Access” is honored by this Secure Exam Proctor browser extension</p> <p>Change in “Magnifier” setting under “Ease of Access” is honored by this Secure Exam Proctor browser extension, thus it changes the text size.</p>
<p>11.8 Authoring tools</p>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>11.8.1 Content technology: <i>Authoring tools shall conform to clauses 11.8.2 to 11.8.5 to the extent that information required for accessibility is supported by the format used for the output of the authoring tool.</i></p>	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>
<p>11.8.2 Accessible content creation (if not authoring tool, enter “not applicable”): Authoring tools shall enable and guide the production of content that conforms to clauses 9 (Web content) or 10 (Non-Web content) as applicable. Note: Authoring tools may rely on additional tools where conformance with specific requirements is not achievable by a single tool. For example, a video editing tool may enable the creation of video files for distribution via broadcast television</p>	Secure Exam Proctor Extension is not an authoring tool, so this section is not applicable.	See information in WCAG section

and the web but authoring of caption files for multiple formats may be provided by a different tool.		
<p>11.8.3 Preservation of accessibility information in transformations:</p> <p>If the authoring tool provides restructuring transformations or re-coding transformations, then accessibility information shall be preserved in the output if equivalent mechanisms exist in the content technology of the output.</p> <p>Note 1: Restructuring transformations are transformations in which the content technology stays the same, but the structural features of the content are changed (e.g. linearizing tables, splitting a document into pages).</p> <p>Note 2: Re-coding transformations are transformations in which the technology used to encode the content is changed.</p>	Not Applicable	
<p>11.8.4 Repair assistance:</p> <p>If the accessibility checking functionality of an authoring tool can detect that content does not meet a requirement of clauses 9 (Web) or 10 (Non-web documents) as applicable, then the authoring tool shall provide repair suggestion(s).</p>	Not Applicable	
<p>11.8.5 Templates:</p> <p>When an authoring tool provides templates, at least one template that supports the creation of content that conforms to the requirements of clauses 9 (Web) or 10 (Non-web documents) as applicable shall be available and identified as such.</p>	Not Applicable	

Chapter [12: Documentation and Support Services](#)

Notes: Client provides supporting documents to customer only on request basis and that was not part of scope, thus not tested by Deque.

Criteria	Conformance Level	Remarks and Explanations
12.1 Product documentation	<i>Heading cell – no response required</i>	<i>Heading cell – no response required</i>

<p>12.1.1 Accessibility and compatibility features: Product documentation provided with the ICT whether provided separately or integrated within the ICT shall list and explain how to use the accessibility and compatibility features of the ICT. Note: Accessibility and compatibility features include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.</p>	Not Evaluated	
<p>12.1.2 Accessible documentation: Product documentation provided with the ICT shall be made available in at least one of the following electronic formats: a) a Web format that conforms to the requirements of clause 9, or b) a non-web format that conforms to the requirements of clause 10. Note 1: This does not preclude the possibility of also providing the product documentation in other formats (electronic or printed) that are not accessible. Note 2: It also does not preclude the possibility of providing alternate formats that meet the needs of some specific type of users (e.g. Braille documents for blind people or easy-to-read information for persons with cognitive impairments). Note 3: Where the documentation is integral to the ICT it will be provided through the user interface which is accessible. Note 4: A user agent that supports automatic media conversion would be beneficial to enhancing accessibility.</p>	See WCAG 2.x section	See information in WCAG section
<p>12.2 Support Services: 12.2.1 General (informative) <i>ICT support services include, but are not limited to: help desks, call centres, technical support, relay services and training services.</i></p>	Heading cell – no response required	Heading cell – no response required
<p>12.2.2 Information on accessibility and compatibility features:</p>	Not Evaluated	

<p>ICT support services shall provide information on the accessibility and compatibility features that are included in the product documentation.</p> <p>NOTE: Accessibility and compatibility features include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.</p>		
<p>12.2.3 Effective communication:</p> <p>ICT support services shall accommodate the communication needs of individuals with disabilities either directly or through a referral point.</p>	Not Evaluated	
<p>12.2.4 Accessible documentation:</p> <p>Documentation provided by support services shall be made available in at least one of the following electronic formats:</p> <p>a) a Web format that conforms to clause 9; or</p> <p>b) a non-web format that conforms to clause 10.</p> <p>Note 1: This does not preclude the possibility of also providing the documentation in other formats (electronic or printed) that are not accessible.</p> <p>NOTE 2: It also does not preclude the possibility of providing alternate formats that meet the needs of some specific type of users (e.g. Braille documents for blind people or easy-to-read information for persons with cognitive impairments).</p> <p>Note 3: A user agent that supports automatic media conversion would be beneficial to enhancing accessibility.</p>	See WCAG 2.x section	See information in WCAG section

Chapter [13: ICT Providing Relay or Emergency Service Access](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
<p>13.1 Relay services requirements:</p> <p>13.1.1 General (informative)</p> <p>Relay services enable users of different modes of communication e.g. text, sign, speech, to interact remotely</p>	Heading cell – no response required	Heading cell – no response required

<p><i>through ICT with two-way communication by providing conversion between the modes of communication, normally by a human operator.</i></p> <p><i>It is best practice to meet the applicable relay service requirements of ETSI ES 202 975 [i.5].</i></p>		
<p>13.1.2 Text relay services:</p> <p>Where ICT is intended to provide a text relay service, the text relay service shall enable text users and speech users to interact by providing conversion between the two modes of communication.</p>	Not Applicable	
<p>13.1.3 Sign relay services:</p> <p>Where ICT is intended to provide a sign relay service, the sign relay service shall enable sign language users and speech users to interact by providing conversion between the two modes of communication.</p> <p>Note: Sign relay services are also sometimes referred to as sign language relay services or video relay services.</p>	Not Applicable	
<p>13.1.4 Lip-reading relay services:</p> <p>Where ICT is intended to provide a lip-reading relay service, the lip-reading service shall enable lip-readers and voice telephone users to interact by providing conversion between the two modes of communication.</p>	Not Applicable	
<p>13.1.5 Captioned telephony services:</p> <p>Where ICT is intended to provide a captioned telephony service, the captioned telephony service shall assist a deaf or hard of hearing user in a spoken dialogue by providing text captions translating the incoming part of the conversation.</p>	Not Applicable	
<p>13.1.6 Speech to speech relay services:</p> <p>Where ICT is intended to provide a speech to speech relay service, the speech to speech relay service shall enable speech or cognitively impaired telephone users and any other user to communicate by providing assistance between them.</p>	Not Applicable	

<p>13.2 Access to relay services: Where ICT systems support two-way communication and a set of relay services for such communication is specified, access to those relay services shall not be prevented for outgoing and incoming calls. Note 1: Two-way communication may include voice, real-time text, or video, singly or in combinations supported by both the relay service and the ICT system. Note 2: The purpose of this requirement is to achieve functionally equivalent communication access by persons with disabilities.</p>	<p>Not Applicable</p>	
<p>13.3 Access to emergency services: Where ICT systems support two-way communication and a set of emergency services for such communication is specified, access to those emergency services shall not be prevented for outgoing and incoming calls. Note 1: Two-way communication may include voice, real-time text, or video, singly or in combinations supported by both the emergency service and the ICT system. Note 2: The purpose of this requirement is to achieve functionally equivalent communication access to the emergency service by persons with disabilities.</p>	<p>Not Applicable</p>	

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or

on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages

not less than once a week.

- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and

the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement

- programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
 - c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
 - d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
 - e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
 - d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R.

pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Proctor.io Incorporated, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and

Signature of Contractor's Authorized Official

Michael Olsen Founder and CEO
Name and Title of Contractor's Authorized Official

12/21/2020

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political

subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A

"payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Proctor.io Incorporated

Address, City, State, and Zip Code:
6840 E Indian School Rd., suite300, Scottsdale, AZ 85251

Phone Number: _____ Fax Number:

Printed Name and Title of Authorized
Representative: _____

Email Address: _____

Sign _____ 12/21/2020 Date:



July 31, 2020

Good Morning:

This letter is to document that Proctorio, Inc. has engaged White Oak Security, Inc., a leading information security consulting company, to perform a Security Assessment of their Browser Extension and Azure Cloud Environment.

The goals of the engagement were to assess both the Proctorio Chrome Browser Extension, as well as the Cloud Hosting infrastructure supporting the service. Specifically, the testing for the Chrome Browser Extension focused on determining three things: that the extension properly implemented Zero Knowledge Encryption, that its cryptographic functionality was implemented correctly, and that the extension made adequate use of tamper resistance. The testing for the Cloud Security Review focused on determining whether or not encrypted video and audio is stored in appropriate datacenters/regions to satisfy national/local data privacy laws.

White Oak is an organization that utilizes industry-leading tools, techniques, and testing methodologies to ensure a thorough and complete penetration test. Our firm was engaged between June 24, 2020 and July 24, 2020 to test the environment in question. During that testing we identified several vulnerabilities. Proctorio was provided a detailed report of our findings as well as guidance on remediation strategy. The findings (and their severity) are summarized below:

Table 1: Initial Findings

Severity	# of Instances
High	0
Medium	0
Low	1

Overall, White Oak Security found that with the exception of one low-risk issue, that the Browser Extension appropriately implemented Zero Knowledge Encryption (e.g. that Proctorio, Inc. never possesses the encryption keys for the audio/video data they store) and cryptographic functionality were both implemented appropriately, and that the extension was adequately hardened to resist tampering. Additionally, White Oak Security determined that with the exception of metadata tracking exam candidate location, video and audio for exams are stored in the proper geographical regions based on the origin of the student's education institution.

Following delivery of our report, Proctorio actively engaged with the White Oak team to fully understand both the vulnerabilities and remediation steps.

Proctorio is effectively addressing vulnerabilities identified during our testing and has been actively engaged with White Oak Security in that effort.

Christopher Emerson, CEO & Founder - White Oak Security, Inc.