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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Brigitte Marshall, Chief, Talent Division
 Board Meeting Date December 2, 2015
 Subject **LINKEDIN SUBSCRIPTION AGREEMENT**

Action Requested **Ratification of LinkedIn Subscription Agreement**

Background and Discussion The Talent Division is entering into a subscription agreement with LinkedIn for the posting of District positions to support recruiting and network searches for candidates to fill District vacancies. The Agreement is in effect when signed and may be terminated on 30 days' notice. The cost is \$51,900 per year.

Recommendation **Ratification of LinkedIn Subscription Agreement**

Fiscal Impact Funding resource name: General Purpose

Attachments • Agreement



LINKEDIN SUBSCRIPTION AGREEMENT

This LinkedIn Subscription Agreement, including its Exhibits (“**LSA**”), governs any ordering document executed by the customer identified in that ordering document (“**Customer**”) and the LinkedIn company identified in that ordering document (“**LinkedIn**”). This LSA, the applicable ordering document, and any other incorporated terms, comprise the complete understanding between the parties on the subject matter (“**Agreement**”).

1. ORDERING AND THE PROVISION OF SERVICES

- 1.1 Services.** Customer may access and use the LinkedIn services offered via LinkedIn’s websites, including any associated software, APIs and plugins (“**Software**”), content, data, and other information owned or licensed by LinkedIn (“**LinkedIn Data**”), documentation and reports, and any other content provided as a part of the services (collectively, “**Service/s**”) to the extent and for the term stated in the ordering document (“**Subscription Term**”).
- 1.2 Affiliates.** Customer may allow its Affiliates to access and use the Services, provided that Customer will be fully liable for its Affiliates’ use of the Services and compliance with the Agreement. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with, a party. Customer may allow its Affiliates to purchase Services under the terms of this LSA, provided that Customer informs LinkedIn in writing of the specific Affiliate authorized to make a purchase (“**Authorized Affiliate**”). If an Authorized Affiliate executes an ordering document under this LSA, such Authorized Affiliate will be deemed to be a “**Customer**” for that purchase only and such Authorized Affiliate and Customer will be jointly and severally liable to LinkedIn for such Authorized Affiliate’s use of the Services and compliance with this Agreement.
- 1.3 Payment.** Customer will pay the fees for the Services stated in the ordering document within 30 calendar days after receipt of LinkedIn’s invoice, unless otherwise stated in the ordering document, subject to approved line of credit. For Services that require payment by credit card, LinkedIn will charge Customer’s credit card upon receipt of the credit card information. Customer’s purchases are non-cancelable and payment for Services is non-refundable, except as otherwise stated in this LSA. Customer will maintain complete and accurate billing and contact information with LinkedIn.
- 1.4 Taxes.** Customer will pay or reimburse LinkedIn for all federal, state, and local taxes, including sales, use, gross receipts, VAT, GST, or similar transaction taxes, imposed on Services purchased under the Agreement (“**Taxes**”), provided that such Taxes are statutorily imposed either jointly or severally on Customer, unless Customer provides LinkedIn with a valid tax exemption certificate. All Taxes payable by Customer will be separately stated and exclusive of the fees. Customer will have no liability for taxes that are statutorily imposed on LinkedIn including taxes or fees measured by LinkedIn’s net or gross income.

2. RESPONSIBILITIES

- 2.1 Use of the Services.** Customer will use the Services solely for its intended purpose, as detailed in Exhibit A. Only Customer-designated employees and contractors are authorized to use the Services (“**Customer User**”). A Customer User must also be a Member. A “**Member**” is an individual who signs-up to use LinkedIn’s services under LinkedIn’s user agreement, currently available at <https://www.linkedin.com/legal/user-agreement>, as amended by LinkedIn from time to time (“**User Agreement**”). The terms of the User Agreement are incorporated into this LSA. Customer will ensure that Customer Users comply with the User Agreement. Customer will use the Services solely for Customer’s internal use and will not provide access to the Services to any third party, except as otherwise permitted in the Agreement. Customer will notify LinkedIn immediately upon learning of any unauthorized use of the Services or any other breach of security relating to the Services.

- 2.2 Software.** Any Software is licensed and not sold. LinkedIn grants Customer and its Affiliates a limited, personal, revocable, worldwide, non-sub-licensable, non-transferable, non-exclusive license to install and execute the Software on machines operated by or for Customer as needed for use of the Services during the Subscription Term.
- 2.3 Customer's Use of Member Data and LinkedIn Data.** Customer may use content, data and other information about Members received from LinkedIn's websites (collectively, "**Member Data**") and LinkedIn Data only as expressly permitted in this LSA.
- 2.4 LinkedIn's Collection, Use and Processing of Customer Personal Data.** "**Personal Data**" means information about an individual that (a) can be used to identify, contact or locate a specific individual; (b) can be combined with other information that is linked to a specific individual to identify, contact or locate a specific individual; or (c) is defined as "personal data" or "personal information" by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual. If Customer provides LinkedIn with any Personal Data about Members in connection with its use of the Services ("**Customer Personal Data**"), then LinkedIn, in providing the Services, stores Customer Personal Data on behalf of Customer. Customer is the controller of Customer Personal Data and LinkedIn will collect and process Customer Personal Data (i) in accordance with applicable privacy and data protection laws; (ii) in compliance with the written instructions received from Customer including, as applicable, sub-processing as necessary; and (iii) only for the purpose of the Agreement, using appropriate technical and organizational security measures.
- 2.5 Compliance with Laws.** The parties will comply with all applicable international, federal, state, provincial and local laws relating to the privacy, confidentiality, security and protection of Personal Data including the EU Data Protection Directive 95/46/EC as amended and as implemented in the various European Economic Area ("**EEA**") countries or any similar and applicable legislation enacted outside of the EEA and security breach notification laws (collectively, "**Data Protection Law**"). LinkedIn complies with the U.S.-E.U. and U.S.-Swiss Safe Harbor Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data from European Union member countries and Switzerland.

3. CONFIDENTIAL INFORMATION

- 3.1 Definition.** "**Confidential Information**" means any information disclosed under the Agreement that (a) if tangible, is clearly marked as "Confidential" or with a similar designation; (b) if intangible, is identified as "Confidential" by Discloser at time of disclosure and confirmed in writing to Recipient as being Confidential Information; or (c) from the relevant circumstances should reasonably be known by Recipient to be confidential (e.g. pricing, Personal Data, etc.). Recipient will protect Personal Data pursuant to this Section 3 in perpetuity.
- 3.2 Exclusions.** Confidential Information does not include any portion of the information that Recipient can prove (a) was rightfully known to Recipient before receipt from Discloser; (b) was generally known to the public on the Effective Date; (c) becomes generally known to the public after the Effective Date, through no fault of Recipient; (d) was received by Recipient from a third party without any confidentiality obligation; or (e) was independently developed by Recipient without breach of this Section 3.
- 3.3 Limited Use and Non-Disclosure.** Recipient will (a) use Confidential Information solely to fulfill its obligations under the Agreement; (b) protect Confidential Information using the same degree of care it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care; (c) not disclose Confidential Information to any third party except to Affiliates or employees, consultants, and agents who (i) have a need to know it in order to carry out their obligations under the Agreement, and (ii) are under written confidentiality and non-use obligations at least as restrictive as those stated in this LSA; and (d) not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information, to the extent applicable, unless authorized in writing by Discloser.

4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP. No right, title or interest in any intellectual property right transfers to the other party, except for the limited rights stated in the Agreement. Customer is not obligated to provide LinkedIn or its Affiliates with any suggestions, enhancement requests, or other feedback about the Services or related technology ("**Feedback**"). However, if Customer does provide Feedback to LinkedIn, LinkedIn may use and modify the Feedback without any restriction or payment.

5. TERM AND TERMINATION

5.1 LSA Term. This LSA is effective on the date the first ordering document is executed by Customer and LinkedIn ("**Effective Date**") and remains in effect until terminated.

5.2 Termination and Suspension. Either party may terminate this LSA or an applicable ordering document if the other party materially breaches the Agreement and fails to cure the breach within 30 days after receiving notice of the breach. LinkedIn may immediately terminate this LSA or an applicable ordering document if Customer is in breach of Section 2.5. LinkedIn may suspend Customer's access to the Services if Customer is in breach of the Agreement, provided that the suspension will continue only for as long as reasonably necessary for Customer to remedy the breach. If all ordering documents under this LSA have expired or been terminated, then either party may terminate this LSA for convenience by providing written notice to the other party.

5.3 Effect of Termination. Termination of this LSA or an ordering document will not relieve Customer from its obligation to pay LinkedIn any fees stated in an ordering document executed by the parties. If Customer terminates this LSA or an ordering document due to LinkedIn's uncured material breach, LinkedIn will refund a pro-rata share of any pre-paid fees under the applicable ordering document. Upon any termination, Customer will notify Customer Users that their access to the applicable Services has terminated, and LinkedIn may remove or discard all content that Customer uploaded or otherwise made available to LinkedIn while using the Services, in accordance with LinkedIn's policies. Termination of an ordering document does not terminate this LSA; however, termination of this LSA will result in the immediate termination of all ordering documents. The provisions of this LSA that by their nature extend beyond the termination of this LSA will survive termination of this LSA.

6. NO WARRANTY. THE SERVICES ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY STATED IN THIS LSA, LINKEDIN MAKES NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, LINKEDIN DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. THIRD-PARTY INDEMNITY

7.1 Indemnification. LinkedIn will defend and indemnify Customer, its Affiliates, and their respective directors, officers and employees from and against all third party claims to the extent resulting from or alleged to have resulted from (a) the Services' (excluding any non-LinkedIn Data and excluding Customer Personal Data) infringement of a third party's intellectual property right; or (b) LinkedIn's material breach of the Agreement. Customer will defend and indemnify LinkedIn, its Affiliates, and their respective directors, officers and employees from and against all third party claims to the extent resulting from or alleged to have resulted from (a) the infringement of a third party's intellectual property right by any content, data or other information uploaded into LinkedIn's system or otherwise provided by Customer, including Customer Personal Data; or (b) Customer's material breach of the Agreement.

7.2 Indemnification Procedures. Each party will notify the other in writing of any third party claim. The indemnifying party will (a) control the defense of the claim; and (b) obtain the other party's prior written approval of the indemnifying party's settlement or compromise of a claim. The indemnified party will (a) not unreasonably withhold or delay its approval of the request for settlement or compromise; and (b) assist and cooperate in the defense as reasonably requested by the indemnifying party at the indemnifying party's expense.

8. LIMITATION OF LIABILITY

- 8.1 Consequential Damages Waiver.** To the fullest extent permitted by law, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages.
- 8.2 Liability Cap.** To the fullest extent permitted by law, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for an amount that exceeds the total fees paid or payable to LinkedIn during the 12-month period before the event giving rise to the liability. Subject to Subsection 8.3 (b), LinkedIn will not be liable for any unauthorized third party access to Customer's content, data, programs, information, network, or systems.
- 8.3 Exclusions.** The limitations on liability stated in Sections 8.1 and 8.2 above, do not apply to a party's (a) confidentiality or indemnification obligations; (b) liability for fraud, gross negligence or intentional misconduct; (c) liability for death or personal injury; or (d) violation of the other party's intellectual property.

9. DISPUTE RESOLUTION

- 9.1 Governing Law and Jurisdiction.** If an issue arises under the Agreement (including non-contractual disputes or claims) and the applicable ordering document was signed by a LinkedIn entity in North America or South America, then the Agreement is governed by the laws of the State of California, and any action or proceeding (including those arising from non-contractual disputes or claims) related to the Agreement must be brought in a federal court in the Northern District of California. If an issue arises under the Agreement (including non-contractual disputes or claims) and the applicable ordering document was signed by a LinkedIn entity in any country other than North America and South America, then the Agreement is governed by the laws of Ireland, and any action or proceeding (including those arising from non-contractual disputes or claims) related to the Agreement must be brought in Dublin, Ireland. Each party irrevocably submits to the jurisdiction and venue of the applicable courts. The prevailing party in any litigation may seek to recover its legal fees and costs.
- 9.2 Injunctive Relief.** Nothing in this LSA will prevent a party from seeking a temporary restraining order or injunctive or other equitable relief with respect to a breach (or attempted breach) of this LSA by the other party, without the requirement of posting a bond, in addition to any remedies available at law.

- 10. MISCELLANEOUS.** If a conflict exists between any of the terms in the Agreement, then the LSA will govern, followed by the ordering document, and then the User Agreement. If a conflict exists between any of the general terms in the LSA and the relevant Exhibits, then the Exhibits will prevail to the extent of that inconsistency. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement. The parties will provide notices in writing and deliver them by commercial overnight courier to the address of the other party set forth on the ordering document, unless otherwise stated in the Agreement. Notices are effective on the date of delivery as indicated in the records of the courier. The Agreement does not create a partnership, agency relationship, or joint venture between the parties. Neither party has the power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances will any employee of one party be deemed to be the employee of the other for any purpose. Neither party will assign this LSA or an ordering document in whole or in part without the other party's prior written consent (which consent will not be unreasonably denied, delayed or conditioned), except an assignment to an Affiliate or a successor that is not a competitor of the non-assigning party, made in connection with a merger or sale of all or substantially all of a party's assets or stock. Any attempted assignment in violation of the foregoing restriction will be void. Customer will provide LinkedIn written notification if Customer is purchasing Services through a LinkedIn partner agency. If the Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern. LinkedIn may remotely monitor Customer's use of the Services to ensure compliance with the Agreement. If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention and the remaining provisions will not be affected. The parties may amend the

Agreement only in a written amendment signed by both parties, except for the User Agreement, which may be modified in accordance with its terms. If Customer is an agency binding a client under this LSA, Customer (a) represents and warrants that it has the authority to bind the client to the terms stated herein; (b) will notify LinkedIn in writing of the name and address of its client that will access and use the Services; and (c) remains jointly and severally liable for all obligations of Customer under the Agreement. If this LSA will be executed then it can be executed electronically and in counterparts, each of which is deemed to be an original and all of which taken together comprise a single document. Each party represents and warrants to the other that the individual binding a party under this LSA or an ordering document is authorized to do so.

Non-Negotiable

Exhibit A Service Terms

LinkedIn offers several different web-based Services under a variety of subscription models. Each Service is subject to rights or restrictions stated in this Exhibit A ("**Service Terms**") that are in addition to the terms stated above. Service Terms apply to Customer to the extent the specific Service is included in an ordering document.

1. PER SEAT SUBSCRIPTION MODEL

- 1.1 General.** For Services purchased on a per seat basis, Customer (a) will designate in writing one Customer User for each seat it purchases; (b) will promptly provide to and maintain with LinkedIn accurate contact information for each Customer User; and (c) will not, and will not permit a Customer User to, share a Customer User's access to the Services with any other individual. In the event a Customer User ceases employment, takes any type of leave or vacation, or transfers work function, Customer may transfer the Customer User's seat to a different Customer User. LinkedIn reserves the right to limit the number of transfers of each seat. LinkedIn may, in its sole discretion, change, modify, upgrade or discontinue any aspect or feature of the Services in whole or in part.
- 1.2 Sales Navigator Service.** Customer may use the Sales Navigator Service only to generate sales leads.
- 1.3 Recruiter Service.** Customer will use the Recruiter Service and information about LinkedIn Members only to recruit individuals to become employees and consultants of Customer or its Affiliates, or, if Customer is an approved agency, only to recruit individuals to become employees and consultants of its clients. Prior to any termination or expiration of this LSA or an ordering document, Customer is responsible for downloading any content, data or other information Customer Users uploaded into LinkedIn's system or otherwise provided to LinkedIn while using the Services, including Customer Personal Data.
- 1.4 Content Service: lynda.com and Video to Brain.** Customer may access the online learning library database of content available at lynda.com. In the ordering document, Customer will designate a single administrator who will have access to the reporting and management tools. Displaying or publicly performing lynda.com content in a public setting such as a classroom or conference room without LinkedIn's written permission constitutes an unauthorized use of the content and an infringement of LinkedIn's intellectual property rights. The lynda.com Privacy Policy is located at <http://www.lynda.com/aboutus/otl-privacy.aspx>. The Video to Brain Privacy Policy is located at <https://www.video2brain.com/de/datenschutzerklaerung>. Any updates to the Privacy Policies will be effective immediately upon posting to the foregoing websites.

2. PER USER SUBSCRIPTION MODEL

- 2.1 Leap Service.** Customer maintains a social media policy and ensures that its personnel comply with such policy. Only Customer's designated curator/s is/are authorized to post content to LEAP. Customer Users who are not curators may only read and forward content. Customer will ensure that it owns or has the necessary licenses, rights, consents, and permissions to the content it posts to LEAP.

3. PER MONTHLY ACTIVE CONTACTS SUBSCRIPTION MODEL

3.1 LinkedIn Lead Accelerator ("LLA") Customer Data.

- a. Customer Data License for LinkedIn.** Customer grants LinkedIn, for the Subscription Term, a worldwide, non-exclusive, non-sub-licensable license to i) access and download the LLA Customer Data; and ii) store, reproduce, modify and utilize the LLA Customer Data in connection with the matching and placement of Data Cookies.
- b. Matching Process.** LinkedIn will use commercially reasonable efforts to match the LLA Customer Data with Data Cookies for each of the Customer Custom Segments and will tag each Targetable User with the applicable Customer Custom Segment ID/s.

- c. **Hashed Records.** In the event that the LLA Customer Data includes Hashed Records, Customer will set up an account with a marketing automation platform partner with whom LinkedIn has integrated the LLA Service to provide such Hashed Records. LinkedIn will not attempt to decrypt or decode such Hashed Records. In the event that Customer opts-out of the Member Co-op, then any Hashed Records provided by Customer will only be matched against the Basic Cookie Pool. Otherwise, Customer agrees to participate in the Member Co-Op and such Hashed Records will be matched against the Enhanced Cookie Pool.
- 3.2 Supplemental Functionalities; Auto-Fill.** Customer will set up an Auto Fill functionality. All data associated with such Auto-Fill functionality will be imported from LinkedIn public profile information. Customer will provide (a) prominent and clear notice stating that (i) the data associated with the Auto fill functionality comes solely from LinkedIn public profile information, and (ii) the purpose of collecting the Auto-Fill data by the Customer; and (b) a link to Customers' privacy policy.
- 3.3 Advertising Campaigns.** In the event that Customer elects to use the LLA Service to implement online display advertising through the LTN, then this LSA and the advertising terms more fully described in the applicable ordering document will apply.
- 3.4 Support.** Customer agrees that LinkedIn's support staff may login to the LLA Service under Customer's password in order provide Customer assistance with technical or billing issues or maintain or improve service.
- 3.5 Termination.** Upon termination or expiration of an ordering document or this LSA, Customer will delete copies of the LinkedIn Tags from the Customer Site/s.
- 3.6 Self-Regulatory Principles and ePrivacy Rules.** Each party will have a posted privacy statement and enhanced notice, accessible by direct link from their respective Web sites, that reflect current, established industry standards regarding privacy, including opt-out instructions or a direct link to an industry-standard Web opt-out site (e.g. a site like www.AboutAds.info). The application or landing page for each Customer campaign will contain a prominent link to Customer's privacy policy or related cookies policy, which policies are easy to understand and which provides, at a minimum, adequate notice, disclosure and choices to Visitors regarding Customers', its business partners', and LinkedIn's, use, collection, disclosure and security of their information and offers the Visitor an opportunity to opt out from such collection and use of their information whether by following opt-out instructions on the party's website or by accessing a direct link to an industry-standard web opt-out site (e.g. a site like www.AboutAds.info) in order to comply with applicable law and each of the Self-Regulatory Principles of the Digital Advertising Alliance ("DAA"), the Code of Conduct of the Network Advertising Initiative ("NAI") and all interpretations of such code by the NAI itself or any successor entity to the NAI, and the Principles of the European Interactive Digital Alliance ("EDAA"), as the foregoing principles and code may be amended from time to time by the DAA, NAI and EDAA, respectively. With respect to any Customer campaign, and where applicable, LinkedIn will have the right to place the Advertising Option Icon on the ad and display enhanced notice and choice in order to comply with each of the Self-Regulatory Principles above.
- 3.7 Restrictions.** Customer will not use the LLA Service to track or collect Personal Data of any users. In the event that Customer intends to associate LinkedIn Data or Customer Data with the Personal Data of a Targetable User, or use any Personal Data for targeting purposes, Customer must request and receive explicit opt-in consent from such user before doing so. Where user-level data is collected across unaffiliated sites, Customer must not merge such data with any Personal Data or otherwise re-identify the user without opt-in consent. Customer will not use the LLA Service under sensitive categories including sensitive data definitions contained in the DAA Principles, the NAI code or applicable EU data protection law, as they may be revised from time to time.
- 3.8 Warranties.** Customer represents and warrants that (a) no customer campaign will be targeted to children under the age of thirteen or offer products or services that are illegal for minors to buy, possess or participate in; (b) prior to loading any computer program onto an individual's computer, including programs commonly referred to as adware or spyware but excluding Cookies (provided that Cookies are disclosed in Customer's privacy policy or cookies policy), Customer will provide notice to and will obtain the express consent of such individual; and (c) any

business demographic data received by Customer will (i) only be used for customer campaigns and no other purpose, and (ii) will not be collected, stored, compiled or reverse engineered.

3.9 WARRANTY DISCLAIMER. LINKEDIN DOES NOT WARRANT OR GUARANTEE CONVERSION RATES, RESPONSE RATES OR ABILITY TO CONVERT THE RESPONSES INTO SALES. LINKEDIN DOES NOT WARRANT OR GUARANTEE THE PROFILE OR DEMOGRAPHICS OF A RESPONDENT.

3.10 Definitions.

- a. **"Active Contact"** means a contact associated with any Customer campaign that is activated and nurtured for any period of time.
- b. **"Basic Cookie Pool"** means the set of Cookies that LinkedIn has matched to LinkedIn Data or Hashed Records via its third party data provider partners.
- c. **"Cookie"** means an alphanumeric identifier that is assigned to an Internet user's computer when such computer is in communication with a server.
- d. **"Customer Custom Segment"** means an online targetable audience segment created by matching Customer Data to Targetable Users without using Personal Data.
- e. **"Customer Site(s)"** means a (i) Web page or group of Web pages owned and operated by Customer or (ii) one or more online advertisements that are linked to an Customer User access point and use the applicable LinkedIn Tags for tracking purposes.
- f. **"Data Cookie"** means a Cookie that is matched with Customer Data and placed by LinkedIn on an Internet user's browser via the LTN, including Cookies placed through third party LTN partners.
- g. **"Enhanced Cookie Pool"** means the Basic Cookie Pool plus the set of Cookies that LinkedIn has matched to Hashed Records via the Member Co-op.
- h. **"Hashed Record"** means an e-mail address record that has been encrypted via SHA1 hash or other mutually agreeable encryption method to render such record Non-Personal Data.
- i. **"LinkedIn Tag(s)"** means the proprietary LinkedIn tracking code(s) provided by LinkedIn to Customer as a part of the LLA Service, along with any fixes, updates and upgrades. Customer may install the LinkedIn Tags on the Customer Site(s) or distribute via outbound e-mails sent by Customer for the purpose of collecting Customer Data.
- j. **"LinkedIn Targeting Network" or "LTN"** means LinkedIn's online advertising network and includes all Web sites on which LinkedIn is permitted to distribute Online Display Advertising.
- k. **"LLA Customer Data"** means: (i) data concerning the characteristics and activities of visitors to the Customer Site(s) that are collected through use of the LinkedIn Tags and then forwarded to and analyzed by the LLA, or (ii) any Non-Personal Data or Hashed Records provided by Customer to LinkedIn for the purpose of creating one or more Customer Custom Segments.
- l. **"LLA Service"** means the Services with the functionality to support audience analytics, site optimization and advertising campaign targeting, and distribution through the LTN.
- m. **"Member Co-Op"** means the collection of companies that have agreed to contribute Hashed Record Cookies to the Enhanced Cookie Pool.
- n. **"Monthly Active Contacts"** means the month-to-date average number of Active Contacts.
- o. **"Non-Personal Data"** means data or information that is not connected, correlated, or able to be identified with any Personal Data (including information that is collected anonymously, is aggregated, or from which underlying information has been removed).
- p. **"Targetable User"** means an Internet user who has been matched to a Data Cookie for one or more Customer Custom Segments.



LinkedIn
 2029 Stierlin Ct.
 Mountain View, CA 94043
 Phone: 650.687.3600
 Fax: 1.650.429.2122

Offer valid through: November 30, 2015

Proposed by:
 Joshua Kucher
 jkucher@linkedin.com

CONTRACT CONTACT: Brigitte Marshall

ORDER FORM for Oakland Unified School District

BILL TO: Please review the below Billing details and edit if necessary.

Contact: MaryJo Schneider
 Oakland Unified School District

Address: 1000 Broadway
 Suite 295

City/State/Zip: Oakland CA 94607

Country: United States

Email: maryjo.schneider@ousd.org

Phone: (510) 879-0197

By initialing here, I agree that the Billing details are current and accurate. _____

SHIP TO:
 Oakland Unified School District
 1000 Broadway
 Suite 295
 Oakland, CA 94607
 United States

ORDER INFORMATION

Contract #: CS1649169-15

Billing Period: Annually Upfront
 Billing Method: Invoice
 Billing Instructions:

For Internal Only:

Master Agreement (LSA):

Type: New Business

Rep Region: LTS-NA-US-CEN1-CORP-ENT-AE

Agency Name:

Currency: USD

Customer Requested Start Date*:
 Contract Start Date :
 Contract End Date:
 **The start date of the services on this Order Form will be the later of the Customer Requested Start Date or the date that the Order Form is fully executed.
 Renewals Only: Customer may select a later Start Date; however, this will cause a gap in service**

Product Order Description	Qty	Term (Months)	Notes	Sales Price	Total
Product Name: Job Slots 21-50 Product SKU: JBSRUT050 Product Description: Reserved term based job posting with ability to change, update, remove on demand.	21	12		\$1,200.00	\$25,200.00
Product Name: Jobs Manager Seat Product SKU: JBMNGRSET Product Description: Seat to manage jobs in LinkedIn Recruiter without the people search functionality of the standard recruiter seat	1	12		\$0.00	\$0.00
Product Name: Recruitment Ads (WWU 1000-4999) Product SKU: WORK05000 Product Description: 'Work with us' banner ads displayed on company employee profile pages (pricing for company size 1000-4999 employees on LI). Please note, we do not cover ALL employees on LinkedIn at a certain company due to company name inconsistencies. Company name is a free form field where members can either choose a standardized company name, or write it out. We can identify all members who have selected a standardized company name that maps to a Company ID in our system. We cannot identify members that wrote out the company and did not standardize it. Unless otherwise agreed by LinkedIn, 'Work With Us' ads will launch within three days after the contract start date using a default ad unit configured by LinkedIn.	3,050	12		\$6.00	\$18,300.00
Product Name: Job Wrapping (21-50 slots) Product SKU: JWRXX03-1302 Product Description: Client's jobs will automatically be wrapped from one source to LinkedIn job slots	1	12		\$5,000.00	\$5,000.00
Product Name: Recruiter - Corporate (3-10 Seats) Product SKU: NRCRUI10 Product Description: LinkedIn Recruiter account with team collaboration, auditing, and unparalleled network search capabilities. Includes at least 150 InMails/month per license as well as basic training and support.	6	12		\$8,650.00	\$51,900.00

Product Name: Discount Product SKU: DISCOUNT Product Description: Please note: This is a one-time discount applied to this specific order. Future orders will not carry this discount amount.	1	12		(\$50,200.00)	(\$50,200.00)
				SUB TOTAL	\$50,200.00
				ESTIMATED TAX*	\$0.00
				ESTIMATED ORDER TOTAL	\$50,200.00

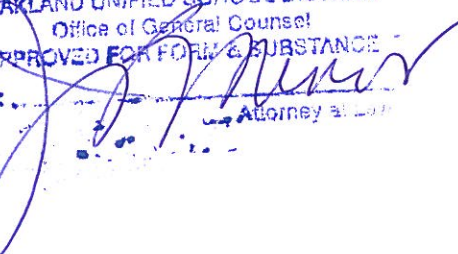
PURCHASE ORDER INFORMATION		TAX INFORMATION	
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): No If yes, please enter PO Number:		Check here if your company is tax exempt: <i>Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com.</i>	
PAYMENT OPTIONS <ul style="list-style-type: none"> Customer Payment Terms: USA Customers: Check, Credit Card, or Bank Wire Transfer Non-US Customers: Credit Card or Bank Wire Transfer only 		Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form. Applicable VAT taxes will be added to orders if a VAT registration number is not provided. LinkedIn reserves the right to charge any applicable unbilled VAT if you provide a VAT registration number that is determined to be invalid. Once you submit your VAT registration number, you will generally not be charged VAT on the invoice. With this exemption, you may be responsible for self-assessing any VAT due under the reverse charge procedure on your company's VAT returns. If your country of domicile is Ireland, South Africa, or Switzerland, applicable Irish VAT will be charged on all orders. *For Non-US based orders ONLY: If required, please provide either your VAT #: _____ or your Irish 13B VAT#: _____ <i>*If this doesn't apply, please type N/A.</i>	

TERMS

- Services provided under this Order Form will terminate on the expiration date of the Term or the date terminated by either party as provided in the LinkedIn Subscription Agreement. Order forms with contiguous dates will ensure no gap in service.
- Please allow up to 3 business days for account provisioning.
- Jobs posted pursuant to available Job Slots will expire upon the expiration or termination of this Order Form.
- Add-on Products Orders must end coterminous with the originating contract.
- Future incremental Add-On or Renewal orders will be at list price at time of purchase.
- LinkedIn may adjust the dates of the Term, without increasing the Total Price, based on the date LinkedIn activates the products above. Any adjustments will be made internally.
- Services provided under this Order Form are provided pursuant to LinkedIn's terms and conditions set forth at: <http://business.linkedin.com/lcsa>, the terms of which are incorporated into this Order Form.
- If Customer is charging for the Services purchased under this Order Form, LinkedIn will charge Customer's credit card upon receipt of the credit card information.

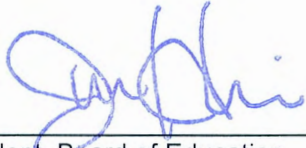
CUSTOMER (or APPROVED AGENCY)		LinkedIn Corporation	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Except as otherwise provided in the LSA, this is a non-cancelable and non-refundable purchase. I hereby represent that I am an authorized signatory and have read and agreed to the terms of this Order Form.

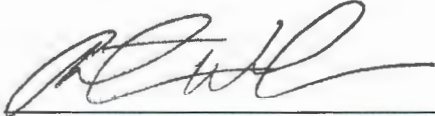
OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
BY: 
Attorney at Law

LinkedIn Subscription Agreement

OAKLAND SCHOOL DISTRICT

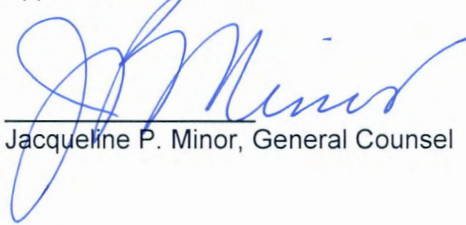


President, Board of Education
Oakland Unified School District



Secretary, Board of Education
Oakland Unified School District

Approved as to Form



Jacqueline P. Minor, General Counsel

File ID Number: 15-2312
Introduction Date: 12/2/15
Enactment Number: 15-1878
Enactment Date: 12/2/15
By: OB



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.**

Legislative File ID No. 15-2312

Department: Talent Division

Vendor Name: Linked In

Contract Term: Start Date: _____ End Date: _____

Annual Cost: \$51,900.00

Approved by: Chief Talent Officer/General Counsel

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Sole Source - The District needs to access Linked In to support recruitment for hard to fill vacancies.

Summarize the services this Vendor will be providing.

Vendor will provide posting of District positions and access to the Linked In network.

Was this contract competitively bid? Yes No

___ If No, answer the following:

1) How did you determine the price is competitive?

Substantially less than cost of search firms and allows recruitment for multiple District vacancies.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**