

TO BE TRANSLATED INTO STUDENT'S HOME LANGUAGE
SCRATCH
INFORMED CONSENT AND RELEASE

I, the undersigned parent/legal guardian, hereby understand that CPS is utilizing the services of Scratch.mit.edu, a programming and media creation tool developed at MIT that allows students to use creativity while learning about computer programming and logic. I understand that there is an online community component to Scratch in which students create accounts and are able to share their work, comment on other work and remix other projects and upload their projects in order to be able to access their projects beyond the school day. I also understand that as part of this activity my child may be posting his/her name, image, likeness, spoken words, student work, performance and movement and/or other personal and/or personally identifiable information, in any form (hereinafter collectively referred to as "Works"), and displaying, publishing, distributing or exhibiting these Works or any part thereof on the Internet and that all or part of these submissions may be viewed, accessed or otherwise seen by members of the general public. I further hereby acknowledge and agree that the City of Cambridge, Cambridge School Committee and Cambridge Public Schools do not own or control Scratch, and any of my child's Works that are posted on or through this website shall be managed and controlled by Scratch in accordance with its website privacy and community guidelines requirements and policies. I further acknowledge that I and my child have read the website privacy and community guidelines requirements and policies of Scratch, true copies of which are attached to this informed consent and release.

By entering into this informed consent and release and granting the permission as stated herein, I am expressly authorizing my child to participate, use and submit Works through Scratch. I also am expressly authorizing the Cambridge Public Schools to use, in whole or in part, my child's Works in connection with Scratch, including without limitation, the posting of these Works on or through Scratch. I further understand that neither the City of Cambridge, Cambridge School Committee and/or Cambridge Public Schools and/or their respective officers, directors, agents and/or employees shall compensate either me or my child in connection with the posting of the Works on or through Scratch.

By entering into this informed consent and release and granting the permission as stated herein, I also am releasing the City of Cambridge, Cambridge School Committee and Cambridge Public Schools and their respective officers, directors, agents and/or employees from and against any and all liability, loss, damage, costs, claims and/or causes of action arising out of or related to my child's Works being posted on or through Scratch, and/or for my child participating and using Scratch. I have read this Informed Consent and Release and understand its terms. I sign it voluntarily and with full knowledge of its significance.

Child's Name: _____ Grade: _____

Child's Signature: _____ Homeroom Teacher: _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Date: _____

Privacy Policy

We made Scratch so people like you could create projects, share ideas, and build a community. To make this happen, we collect some information for our users. The Scratch Team understands how important privacy is to our community, especially kids and parents. We wrote this privacy policy to explain what information we collect, how we use it, and what we're doing to keep it safe. If you have any questions regarding this privacy policy, you can [contact us](#). Please do not share personal contact information, such as your name, physical address, email address, phone number, or anything else that can be used to make contact outside of the Scratch website. Please report projects, comments, or forum posts that contain this kind of information so the Scratch team can remove it, and please remind the author of our policy.

What information does the Scratch Team collect about me?

Account Information:

In order to build projects or comment on other users' projects, you need to make an account. During account creation, we ask you for a username, your country, birth month and year, gender, and your email address (or your parent or guardian's email address if you are under 13 years old). We ask that you select a user name that does not disclose your real name or other information that could identify you. Other users can see your username and country, but not your age, gender, or email address.

User-generated Content:

All of your Scratch projects, comments, and forum posts are stored on the Scratch servers. Other users can see your shared projects, comments, and forum posts, along with your username. Because the Scratch Team is responsible for moderation, we have access to all content stored on the Scratch website, including unshared projects. If you prefer to work on projects in complete privacy, you can use either the [Scratch 2 offline editor](#) or [Scratch 1.4](#).

Usage Information:

When you use Scratch, our servers will automatically store a limited amount of information about how you use the website. This information includes a number that identifies your computer (the IP address), which pages you visited, and what browser you are using.

Google Analytics:

We also collect some data on where you click and which parts of the site you visit using Google Analytics. This "click data" helps us figure out ways to improve the website. Information collected and processed by Google Analytics includes the user's IP address, network location, and geographic location. Google Analytics acquires all its information directly from the user, by installing a cookie (see below) on your computer, if you have enabled JavaScript. Scratch does not share any information it collects with Google, and Google does not collect any personal identifying information about you.

Cookies:

When you log in, the Scratch website asks your browser to put an http "cookie" on your computer. The cookie is actually a small text file that our site can send to your browser for storage on your computer. This allows the website to remember that you are logged in when you go to a different page.

How does the Scratch Team use my information?

- We collect age and gender data so that we know who is using our website.
- If you forget your password, we will ask you to disclose to us your birth month and year so that we can verify your account, and your email address so that we can send you a new password.
- We will use your email address to respond to messages you send us or to communicate with you about the Scratch service or your account.
- We send out occasional email updates about Scratch to the confirmed email address on your account. Scratch will never sell or share your email address without your permission. You can unsubscribe from these updates by clicking the unsubscribe link found at the bottom of the email.
- Parents and guardians who register their under-13 year olds for Scratch may also receive additional updates from the [Scratch Foundation](#), a non-profit that supports Scratch educational initiatives. The Scratch Foundation will never sell or share your email address without your permission. You can unsubscribe from these updates by clicking the unsubscribe link found at the bottom of the email.
- If we detect repeated abusive behavior from your account, IP address, or email address, we may share your account name, IP address, and the time and content of the abusive behavior with the IP address owner (such as a school or internet service provider).
- We may use de-identified location, age, gender, and usage data in research studies intended to improve our understanding of how people learn with Scratch. The results of this research are shared with educators and researchers through conferences, journals, and other publications. You can find out more on our [Research page](#).
- We may disclose some of the information we collect to third-party service providers that help us manage communications to and from the Scratch website and improve website performance. We are satisfied that these service providers have privacy policies that restrict them from further disclosing any of your information.
- Other than as described above, we will never share personally identifiable information about you with any other person, company, or organization, except:
 - As required to comply with our obligations under the law.
 - For technical reasons, if we are required to transfer the data on our servers to another location or organization.

How can I update my personal information?

You can update your password, email address, and country through the [Account Settings](#) page. You can also reset your password through the [Account Reset](#) page. You cannot change your

username, but you can make a new account and manually copy your projects to the new account.

If you want to delete your account entirely, log in to Scratch, and then click your username in the top right-hand corner. Select "Account Settings," then click the "I want to delete my account" link at the bottom of the page.

How does the Scratch Team protect my information?

The Scratch Team has in place physical and electronic procedures to protect the information we collect on the Scratch website. We strictly limit individual access to the Scratch servers and the data we store on them. However, as effective as these measures are, no security system is impenetrable. We cannot completely guarantee the security of our database, nor can we guarantee that the information you supply will not be intercepted while being transmitted to us over the Internet.

Notifications of Changes to the Privacy Policy

We review our security measures and Privacy Policy on a periodic basis, and we may modify our policies as appropriate. We may also change or update our Privacy Policy if we add new services or features. If we make any changes to our privacy practices, we will amend this Privacy Policy accordingly and post the amended policy on the Scratch website. We encourage you to review our Privacy Policy on a regular basis.

The Scratch Privacy Policy was last updated: October 2016

Scratch Terms of Use

1. User Agreement

1.1 These Terms of Use constitute an agreement between you and the Scratch Team that governs your use of scratch.mit.edu and all associated services, including but not limited to the [Scratch Day](#) and [ScratchX](#) websites (collectively "Scratch"). The Scratch Team is part of the Lifelong Kindergarten Group in the Media Laboratory at the Massachusetts Institute of Technology ("MIT"). Please read the Terms of Use carefully. By using Scratch you affirm that you have read, understood, and accepted the terms and conditions in the Terms of Use. If you do not agree with any of these conditions, please do not use Scratch.

1.2 Your privacy is important to us. Please read our [Privacy Policy](#), which identifies how the Scratch Team uses, collects, and stores information it collects through the Services. By using Scratch, you additionally agree that you are comfortable with Scratch's Privacy Policy.

1.3 Scratch is open to children and adults of all ages, and we ask that you keep this in mind when using the Scratch services. When you use Scratch, you agree to abide by the [Scratch Community Guidelines](#).

1.4 The Scratch Team may change the Terms of Use from time to time. You can always find the latest version of the Terms of Use at http://scratch.mit.edu/terms_of_use. The date of the most recent revisions will appear on this page. Your continued use of the Services constitutes your acceptance of any changes to or revisions of the Terms of Use.

2. Account Creation and Maintenance

2.1 In order to use some features of the Services, you will need to register with Scratch and create an account. Creating an account is optional, but without an account you will not be able to save or publish projects or comments on Scratch. When registering for a personal account, you will be asked to provide certain personal information, such as your email address, gender, birth month and year, and country. Please see Scratch's [Privacy Policy](#) for Scratch's data retention and usage policies.

2.2 You are responsible for keeping your password secret and your account secure. You are solely responsible for any use of your account, even if your account is used by another person. If any use of your account violates the Terms of Service, your account may be suspended or deleted.

2.3 You may not use another person's Scratch account without permission.

2.4 Account names cannot be changed. If you want a different account name, create a new account and copy your existing projects over by hand.

2.5 If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure of your password), promptly change your password. If you cannot access your account to change your password, notify us at help@scratch.mit.edu.

3. Rules of Usage

3.1 The Scratch Team supports freedom of expression. However, Scratch is intended for a wide audience, and some content is inappropriate for the Scratch community. You may not use the Scratch service in any way, that:

1. Promotes bigotry, discrimination, hatred, or violence against any individual or group;
2. Threatens, harasses, or intimidates any other person, whether that person is a Scratch user or not;
3. Contains foul language or personal attacks;
4. Contains sexually explicit or graphically violent material;
5. Provides instructions on how to commit illegal activities or obtain illegal products;
6. Except in connection with organizing Scratch day events, asks any other user for personally identifying information, contact information, or passwords; or
7. Exposes any others person's personally identifying information, contact information, or passwords without that person's permission.

3.3 You agree to comply with all applicable laws and regulations when you use Scratch. You may not use Scratch in any unlawful way, including to harass, stalk, or defame any other person.

3.4 You may not impersonate, imitate or pretend to be somebody else when using the Services.

3.5 You agree not to use Scratch in any way intended to disrupt the service, gain unauthorized access to the service, or interfere with any other user's ability to use the service. Prohibited activities include, but are not limited to:

1. Posting content deliberately designed to crash the Scratch website or editor;
2. Linking to pages containing viruses or malware;
3. Using administrator passwords or pretending to be an administrator;
4. Repeatedly posting the same material, or "spamming";
5. Using alternate accounts or organizing voting groups to manipulate site statistics, such as purposely trying to get on the "What the Community is Loving/Remixing" rows of the front page.

3.6 Commercial use of Scratch, user-generated content, and support materials is permitted under the [Creative Commons Attribution-ShareAlike 2.0 license](#). However, the Scratch Team reserves the right to block any commercial use of Scratch that, in the Scratch Team's sole discretion, is harmful to the community. Harmful commercial use includes spamming or repeated advertisement through projects, comments, or forum posts.

3.7 You agree not to post links to any content outside of the Scratch website, if to do so would violate any part of the Terms of Use.

4. User-Generated Content and Licensing

4.1 For the purposes of the Terms of Use, "user-generated content" includes any projects, comments, forum posts, or links to third party websites that a user submits to Scratch.

4.2 The Scratch Team encourages everyone to foster creativity by freely sharing code, art, music, and other works. However, we also understand the need for individuals and companies to protect their intellectual property rights. You are responsible for making sure you have the necessary rights, licenses, or permission for any user-generated content you submit to Scratch.

4.3 All user-generated content you submit to Scratch is licensed to and through Scratch under the [Creative Commons Attribution-ShareAlike 2.0 license](#). This allows others to view and remix your content. This license also allows the Scratch Team to display, distribute, and reproduce your content on the Scratch website, through social media channels, and elsewhere. If you do not want to license your content under this license, then do not share it on Scratch.

4.4 You may only submit user-generated projects that were created with (1) the Scratch website editor or (2) an unmodified copy of the Scratch editor compiled from the source code described in Section 5.3. You may not upload any projects that were created, by you or by anyone else, with a modified version of the Scratch editor.

4.5 Although the Scratch Team requires all users to comply with these Terms of Use, some inappropriate user-generated content may be submitted and displayed on the Scratch website. You understand that when you use Scratch you may be exposed to user-generated content that you find objectionable or offensive. If you see any content that violates the Community Guidelines or Terms of Use, please let us know by using the "Report this" button. You only need to report an item once. The Scratch Team reviews reported content every day.

4.6 In addition to reviewing reported user-generated content, the Scratch Team reserves the right, but is not obligated, to monitor all uses of the Scratch service. The Scratch Team may edit,

move, or delete any content that violates the Terms of Use or Community Guidelines, without notice.

4.7 All user-generated content is provided as-is. The Scratch Team makes no warranties about the accuracy or reliability of any user-generated content available through Scratch and does not endorse Scratch Day events or vet or verify information posted in connection with said events. The Scratch Team does not endorse any views, opinions, or advice expressed in user-generated content. You agree to relieve the Scratch Team of any and all liability arising from your user-generated content and from Scratch Day events you may organize or host.

5. Scratch Content and Licensing

5.1 Except for any user-generated content, the Scratch Team owns and retains all rights in and to the Scratch code, the design, functionality, and architecture of Scratch, and any software or content provided through Scratch (collectively "the Scratch IP"). If you want to use Scratch in a way that is not allowed by these Terms of Use, you must first contact the Scratch Team. Except for any rights explicitly granted under these Terms of Use, you are not granted any rights in and to any Scratch IP.

5.2 Scratch provides support materials, including images, sounds, video, and sample code, to help users build projects. Support materials are licensed under the [Creative Commons Attribution-ShareAlike 2.0 license](#). You may also use screenshots of Scratch under the same license. Please note that this does not apply to materials that are also trademarked by the Scratch Team or other parties as described in parts 5.4 and 5.5, below.

The Creative Commons Attribution-ShareAlike 2.0 license requires you to attribute any material you use to the original author. When you use Scratch support materials, or screenshots of the Scratch website, please use the following attribution: "Scratch is developed by the Lifelong Kindergarten Group at the MIT Media Lab. See <http://scratch.mit.edu>."

5.3 The source code for Scratch 1.4 is available for download and subject to the copyright notice as indicated on the [Scratch FAQ](#) page.

5.4 The Scratch name, Scratch logo, Scratch Day logo, Scratch Cat, and Gobo are Trademarks owned by the Scratch Team. The MIT name and logo are Trademarks owned by the Massachusetts Institute of Technology. Unless you are licensed by Scratch under a specific licensing program or agreement, you may not use these logos to label, promote, or endorse any product or service. You may use the Scratch Logo to refer to the Scratch website and programming language.

5.5 The Scratch support materials library may contain images and sounds that are trademarked by third parties. The fact that materials are included in the Scratch support materials library does not in any way limit or reduce intellectual property rights, including trademark rights, otherwise available to the materials' owners. Nothing in these Terms of Use or the Creative Commons 2.0 license will be construed to limit or reduce any party's rights in that party's valid trademarks. You may not use these materials to label, promote, or endorse any product or service. You are solely responsible for any violation of a third party's intellectual property rights caused by your misuse of these materials.

6. Digital Millennium Copyright Act (DMCA)

6.1 If you are a copyright holder and believe that content on Scratch violates your rights, you may send a DMCA notification to copyright@scratch.mit.edu. For more information, including the information that must be included in a DMCA notification, see our full [DMCA Policy](#) and the text of the DMCA, [17 U.S.C. § 512](#).

6.2 If you are a Scratch user and you believe that your content did not constitute a copyright violation and was taken down in error, you may send a notification to copyright@scratch.mit.edu. Please include:

- Your Scratch username and email address;
- The specific content you believe was taken down in error; and
- A brief statement of why you believe there was no copyright violation (e.g., the content was not copyrighted, you had permission to use the content, or your use of the content was a "fair use").

7. Suspension and Termination of Accounts

7.1 Scratch has the right to suspend your account for violations of the Terms of Use or Community Guidelines. Repeat violators may have their account deleted. The Scratch Team reserves the sole right to determine what constitutes a violation of the Terms of Use or Community Guidelines. The Scratch Team also reserves the right to terminate any account used to circumvent prior enforcement of the Terms of Use.

7.2 If you want to delete or temporarily disable your account, please email help@scratch.mit.edu.

8. Third Party Websites

8.1 Content on Scratch, including user-generated content, may include links to third party websites. The Scratch Team is not capable of reviewing or managing third party websites, and assumes no responsibility for the privacy practices, content, or functionality of third party websites. You agree to relieve the Scratch Team of any and all liability arising from third party websites.

9. Indemnification

You agree to indemnify MIT, the Scratch Team, the Scratch Foundation, and all their affiliates, employees, faculty members, fellows, students, agents, representatives, third party service providers, and members of their governing boards (all of which are "Scratch Entities"), and to defend and hold each of them harmless, from any and all claims and liabilities (including attorneys' fees) arising out of or related to your breach of the Terms of Service or your use of Scratch.

For federal government agencies, provisions in the Terms of Use relating to Indemnification shall not apply to your Official Use, except to the extent expressly authorized by federal law. For state and local government agencies in the United States, Terms of Use relating to

Indemnification shall apply to your Official Use only to the extent authorized by the laws of your jurisdiction.

10. Disclaimer of Warranty

You acknowledge that you are using Scratch at your own risk. Scratch is provided "as is," and the Scratch Entities hereby expressly disclaim any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by Scratch. Without limiting the foregoing, the Scratch Entities disclaim any and all warranties, express and implied, regarding user-generated content and Scratch Day events. The Scratch Entities and their third party service providers do not represent or warrant that access to Scratch will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted through Scratch services.

11. Limitation of Liability

The Scratch Entities shall not be liable to you or any third parties for any direct, indirect, special, consequential or punitive damages of any kind, regardless of the type of claim or the nature of the cause of action, even if the Scratch Team has been advised of the possibility of such damages. Without limiting the foregoing, the Scratch Entities shall have no liability to you or any third parties for damages or harms arising out of user-generated content or Scratch Day events.

12. Jurisdiction

Scratch is offered by the Scratch Team from its facilities in the United States. The Scratch Team makes no representations that Scratch is appropriate or available for use in other locations. Those who access or use Scratch are responsible for compliance with local law.

13. Choice of Law and Venue

You agree that these Terms of Use, for all purposes, shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts to be wholly performed therein, and any action based on, relating to, or alleging a breach of the Terms of Use must be brought in a state or federal court in Suffolk County, Massachusetts. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

If you are a federal, state, or local government entity in the United States using Scratch in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of

America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the Commonwealth of Massachusetts (excluding choice of law).

14. Choice of Language

If the Scratch Team provides you with a translation of the English language version of these Terms of Use, the Privacy Policy, or any other policy, then you agree that the translation is provided for informational purposes only and does not modify the English language version. In the event of a conflict between a translation and the English version, the English version will govern.

15. No Waiver

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the Scratch Team's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

16. Entire Agreement

This document, together with all appendices, constitutes the entire Terms of Use and supersedes all previous agreements with the Scratch Team relating to the use of Scratch.
Revision date: 4 March 2015.

Appendix A: Additional Terms for Scratch Day Website

The following additional terms also govern your access to and use of web pages hosted within day.scratch.mit.edu/ (collectively, the "Scratch Day Site"). All of the terms set forth in the general Terms of Use above also apply to the Scratch Day Site, unless we clearly state otherwise.

1. Privacy Policy

The Scratch Day Site Privacy Policy, not the Scratch Privacy Policy, describes how the Scratch Team uses, collects, and stores information it collects through the Scratch Day Site. By using the Scratch Day Site, you agree that you are comfortable with the Privacy Policy.

2. Account Creation and Maintenance

2.1 In order to post an event to the Scratch Day Site, you will need to register and create an account. This account is a separate account from your Scratch account. All registrants must be over 18 years of age. When registering for a personal account, you will be asked to provide certain personal information, such as your email address, first and last name, and Scratch username (optional). Please see the Scratch Day Site Privacy Policy for Scratch's data retention and usage policies.

2.2 You are responsible for keeping your password secret and your account secure. You are solely responsible for any use of your account, even if your account is used by another person.

If any use of your account violates the Terms of Use, your account may be suspended or deleted.

2.3 If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure of your password), promptly change your password. If you cannot access your account to change your password, notify us at scratchday@media.mit.edu

2.4 The terms set forth in this section apply to the Scratch Day Site. The Account Creation and Maintenance terms in the general Terms of Use do not apply to the Scratch Day Site.

3. No Endorsement

You understand that neither MIT, nor the Scratch Team, nor the Code to Learn Foundation endorses any Scratch Day event. If you are hosting a Scratch Day event, you may not state or imply that MIT, the Scratch Team, or the Code to Learn Foundation has endorsed your event.

Appendix B: Additional Terms for ScratchX Website

The following additional terms also govern your access to and use of web pages hosted within scratchx.org (collectively, the “ScratchX Site”). All of the terms set forth in the general Terms of Use above also apply to the ScratchX Site, unless we clearly state otherwise.

1. ScratchX and GitHub

The ScratchX Site provides a platform for developers to link their experimental extensions to Scratch. However, we do not host those extensions or save them on the ScratchX site. All the extensions loaded on to ScratchX are hosted publicly on independent developers’ accounts on GitHub. Your use of GitHub is subject to GitHub’s Terms of Service and Privacy.

2. Privacy Policy

The ScratchX Site Privacy Policy, not the Scratch Privacy Policy, describes how the Scratch Team uses, collects, and stores information it collects through the ScratchX Site. By using the ScratchX Site, you agree to the terms of the Privacy Policy.

3. No Endorsement

By using ScratchX, you understand that neither MIT, nor the Scratch Team, nor the Code to Learn Foundation endorses any ScratchX experimental extension. If you are a developer linking to your own experimental extension via the ScratchX site, you may not state or imply that MIT, the Scratch Team, or the Code to Learn Foundation has endorsed your extension.

The Scratch Terms of Use was last updated: April 2016