



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to issue a non-standard agreement with Biomedical Research Alliance of New York LLC dba CITI Program for the annual-based subscription to the Collaborative Institutional Training Initiative (CITI) program. Fiscal Impact: \$4,000.00. (cumulative \$8,000.00)**

**Presenter(s):** Raj Mettai, Chief Information Officer

**What is the purpose of this contract and why is it needed?** This is to renew the college-wide Collaborative Institutional Training Initiative (CITI) Program subscription for one year, providing all staff and faculty members with access to the module and courses. The CITI Program is dedicated to serving the training needs of colleges and universities, healthcare institutions, technology and research organizations, and governmental agencies, as they foster integrity and professional advancement of their learners. It is important for an Institutional Review Board (IRB) committee to have a CITI subscription to guide their processes with regards to compliance with regulatory requirements, education and training, consistency and standardization, efficiency in protocol review, quality assurance and ongoing education.

CITI support has been instrumental in strengthening our IRB committee's capacity to oversee research involving human subjects. The comprehensive training provided by CITI has equipped our committee members with a deep understanding of ethical principles, regulatory requirements, and best practices. This enhanced expertise has not only improved the efficiency of our protocol reviews but also ensured the highest ethical standards in our research oversight. CITI's standardized training has fostered consistency and fairness in our decision-making processes, reducing the risk of bias. Furthermore, CITI's ongoing education and updates have allowed our committee to adapt to evolving regulations, keeping us well-prepared to face new challenges. The result was a more knowledgeable, efficient, and ethically robust IRB committee, better equipped to protect the rights and well-being of research participants and ensure the quality and compliance of our institution's research activities.

**What procurement process or bid waiver was used and why?** Small purchase for Category One (\$0.00-10,000) per College Procedure A6hX2-6.34 was used, where there are no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. One quote was obtained by the requesting department to identify the best value for the required commodity or service.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**  
Yes.

**What fund, cost center and line item(s) were used?** FD100, CC0540, NFR-25-000029, GLC64502.

**Has Broward College used this vendor before for these products or services?** Yes.

**Was the product or service acceptable in the past?** Yes.

**Was there a return on investment anticipated when entering this contract?** Not applicable.

**Was that return on investment not met, met, or exceeded and how?** Not applicable.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Not applicable.

**Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

Description: \$4,000,00 BU310, FD100, CC0540, PG0000459, NFR-25-000029. Cumulative total \$8,000.00.

|                 |  |                     |
|-----------------|--|---------------------|
| <b>07/01/24</b> | <b>CC0540 · Strategy, Assessment, and Research</b> | <b>(\$4,000.00)</b> |
|                 | NFR-25-000029                                      |                     |

**Raj Mettai**  
 Raj Mettai, Chief Information Officer 7/29/2024

**Donald Astrab**  
 Donald Astrab, VP, Academic Operations, Analytics, & Comm 7/29/2024
















APPROVAL PATH: 12249 Biomedical Research Alliance of New York LLC dba CITI Program - Subscription FY2024-2025

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

| Stage | Reviewer                           | Description   | Due Date          | Status  |  |
|-------|------------------------------------|---|-------------------|---|---|
| 1     | Alina Gonzalez                     | Review & Approve  |                   |  Completed |  |
| 2     | Raj Mettai                         | CIO Review  |                   |  Completed |  |
| 3     | Donald Astrab                      | Chief Operating Officer   |                   |  Completed |  |
| 4     | Natalia Triana-Aristizabal         | Contracts Coordinator   |                   |  Completed |  |
| 5     | Zaida Riollano                     | Procurement Approval  |                   |  Completed |  |
| 6     | Rabia Azhar                        | CFO Review  |                   |  Completed |  |
| 6     | Christine Sims                     | Budget Departmental Review  |                   |  Completed |  |
| 6     | <b>Legal Services Review Group</b> | Review and Approval for Form and  |                   |  Completed |  |
| 7     | <b>Electronic Signature(s)</b>     | Signatures obtained via DocuSig  |                   |  Completed |  |
| 8     | Natalia Triana-Aristizabal         | Contracts Coordinator   |                   |  Completed |  |
| 9     | Board Clerk                        | Agenda Preparation  |                   |  Pending   |   |
| 10    | District Board of Trustees         | Meeting   | 10/08/24 11:00 AM |  Pending   |   |

Last updated: 15 December 2022



The Collaborative Institutional Training Initiative (CITI Program) provides educational materials to affiliates of its organizational subscribers, and to its individual subscribers, using websites and other forms of information exchange. The CITI Program is a division of Biomedical Research Alliance of New York (“BRANY”), a limited liability corporation based in Lake Success, NY, United States of America.

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Subscribing organizations, their Affiliated Learners, and/or Independent Learners shall acquire no other rights in any CITI Program services or materials unless specifically and expressly granted by CITI Program in writing. All the intellectual property rights in the CITI Program services and materials are owned by CITI Program or its licensors. CITI Program reserves the right, at its sole discretion, to terminate account access and use of its services to any Subscribing Organization, any affiliates of a Subscribing Organization, or to any Independent Learner, for failure to follow the terms and conditions described in these Terms of Service. CITI Program also reserves the right to pursue any remedy available to it by law or equity, including but not limited to all remedies and reporting afforded through the Digital Millennium Copyright Act, for failure to follow the terms and conditions described in these Terms of Service.

## **1. Account Eligibility**

CITI Program accounts are available to persons 18 years of age or older without restriction, subject to a valid affiliation with an active CITI Program Subscriber Organization or a valid registration of an Independent Learner subscription.

Persons under 18 years of age must seek parental permission for creation of an account and subsequent use of the CITI Program’s materials. CITI Program accounts are not available to persons under 13 years of age. Persons creating CITI Program accounts from its website or through organizational portals agree as a condition of use that they are: (a) 18 years of age or older; or (b) if under 18, have parental permission to access CITI Program materials, and are over 13 years of age. Subscriber Organizations creating CITI Program accounts are solely responsible for ensuring age and permission requirements for their Affiliated Learners.

CITI Program offers accounts to two types of learners: Affiliated Learners and Independent Learners.

- “Affiliated Learners” are persons with an active employment, educational, or other affiliation with a Subscriber Organization, whose access to CITI Program materials is based on a Subscriber Organization’s current (paid up) subscription. An “active affiliation” with a Subscriber Organization is defined as: (a) current employment as a full- or part-time employee of that organization, or affiliation in any other professional capacity, including affiliation as a volunteer; or (b) current enrollment as a full or part-time student at that organization, or in another trainee capacity; or (c) currently working on research that is funded, co-funded, or co-conducted by the Subscriber Organization. For purposes of clarity, membership in an association or organization, or any relationship with a commercial institutional review board or contract research organization that subscribes to CITI Program, does not constitute an active affiliation with that Subscriber Organization. CITI Program access cannot be offered by any Subscribing Organization as part of its paid or unpaid membership benefit or as part of its contracted services without express written approval from CITI Program. Claiming an active affiliation with a Subscribing Organization to which one is not entitled may be considered fraud, and will result in disabling of all account credentials.
- “Site” shall mean a facility owned and/or operated by or actively affiliated with a Subscribing Organization where 30 or more employees, agents, or students of the organization (at the site) or the active affiliate will complete CITI Program courses. Sites will require a separate paid subscription to the CITI Program, either paid directly to CITI Program as a Subscriber Organization or as a paid Site of the Subscriber Organization with which it is actively affiliated.
- “Independent Learners” are persons who have no active affiliation with a CITI Program Subscriber Organization, or who wish to have access to materials that the organization(s) with which they are affiliated do(es) not provide under an organizational subscription.
- “Subscribing Organizations” are those organizations that obtain access to the CITI Program on behalf of their employees, students, and other affiliates by purchasing a subscription.
- “Site Administrators” are persons designated by their Subscriber Organization to make determinations about the configuration of content access for and to access administrative information about their Affiliated Learners (such as reports of coursework completions). Site Administrators’ accounts have additional privileges for data access and reporting. Subscribing Organizations are expected to designate their Site Administrators appropriately and to keep those designations current.

## **2. Account Credentials and Access**

The CITI Program website contains “public” areas and contents that are accessible to all persons; and it contains areas that are “private,” which may be accessed only by valid, active CITI Program account holders after login with assigned username and password credentials.

Username and passwords that authenticate your identity for access to CITI Program accounts are of two types: (1) Issued by CITI Program itself, known as “CITI Program account credentials”; (2) Issued by CITI Program Subscriber Organizations that allow their affiliated learners to use organization-assigned usernames and passwords for access to CITI Program, known as “single-sign-on account credentials” or “SSO account credentials.” Persons using CITI Program may have more than one set of username and password credentials to access the same account (e.g., one set issued by CITI Program, and one or more set(s) issued by organization(s) with which the learner is affiliated that use single-sign-on).

### **3. Conduct of Affiliated and Independent Learners**

CITI Program and Subscribing Organizations take training requirements very seriously. CITI Program training materials are designed to fulfill organizational policies and legal-regulatory mandates. Misuse of CITI Program content can result in organizational responses that include disciplinary action, up to and including termination of employment or enrollment, reporting to funders, reporting to legal authorities, and legal action by CITI Program and/or the organizations subscribing to its content.

All users of the CITI Program website and its content should understand that CITI Program keeps account activity logs, including computer IP addresses, time spent in each content area, number of quiz attempts and scores. See the CITI Program [Privacy and Cookie Policy](#), which governs collection, use, and disclosure of your personal information. Allegations of inappropriate use will be investigated, and the results may be reported to the organization(s) with which a learner is affiliated. Inappropriate use may result in immediate account suspension or termination.

Persons who use the CITI Program website and its other educational content are expected to adhere to Learner Standards of Conduct, which include:

- Accessing only CITI Program materials designated for the organization(s) with which the learner is appropriately affiliated, or for which the learner has created a valid Independent Learner registration by individual payment or other means. Knowing misrepresentation of affiliation or payment status is considered fraud.
- Maintaining only one CITI Program account, unless granted permission for multiple accounts by an organization with which the learner is affiliated or by CITI Program. The CITI Program Help Desk can assist with merging duplicate accounts that were created by mistake.
- Not sharing CITI Program account usernames and passwords. Use of a CITI Program account by more than one person is not permitted.
- Promptly reporting to the CITI Program Help Desk if it is suspected that a CITI Program account has been compromised in any way.
- Not accessing (nor attempting to access) any service on the CITI Program by any means other than as permitted in these Terms.
- Not renting, leasing, loaning, or selling access to the CITI Program.

- Not accessing the CITI Program to build a product using similar ideas, features, functions, interface, or graphics of the CITI Program.
- Not circumventing, disabling, or otherwise interfering with any features of the CITI Program in a manner that prevents, restricts, or limits the access of valid users.
- Not copying, sharing, or engaging in any other unauthorized manipulation of any CITI Program or third party content.
- Not deleting the copyright or other proprietary rights notices on the CITI Program materials and website.
- Completing all required quizzes and any other assessments without assistance, using only the learner's own work.
- Not sharing CITI Program course content on any website, via email, photocopying, or any other means, unless approved by the learner's affiliated organization or by CITI Program. Such sharing may be considered a copyright violation, regardless of intent.
- Not sharing course-related quiz questions or answers on any website, via email, photocopying, or any other means. Such sharing is considered cheating, regardless of intent.
- Not misrepresenting your identity or the identity of any other learner with respect to quiz completions or other learning activities.
- Not engaging in any other activities that would dishonestly improve the learner's results, or improve or hurt the results of other learners.

Training records of learners may be reviewed by CITI Program at any time. Training records of learners who have declared an affiliation with a CITI Program Organizational Subscriber may be provided to that subscribing organization at any time. See the CITI Program [Privacy and Cookie Policy](#) for additional information.

#### **4. Conduct of Subscriber Organizations**

Organizational subscribers to CITI Program services are expected to adhere to Standards of Conduct, which include:

- Providing current contact information and organizational instructions to guide the Subscriber Organization's Affiliated Learners in accessing CITI Program content.
- Providing appropriate access to its own help information to supplement the contact lists and organizational instructions of the Subscriber Organization.
- Ensuring that organization-specific custom content produced by the Subscriber Organization that is hosted by CITI Program is accurate, appropriate, and does not violate any copyright. Inaccurate, inappropriate, or copyright-infringing materials are subject to immediate removal.
- Not renting, leasing, loaning, or selling access to the CITI Program.

- Not accessing the CITI Program to build a product using similar ideas, features, functions, interface, or graphics of the CITI Program.
- Not circumventing, disabling, or otherwise interfering with any features of the CITI Program that prevents, restricts, or limits the access of valid users.
- Not copying, sharing, or engaging in any other unauthorized manipulation of any CITI Program or third party content.
- Not deleting the copyright or other proprietary rights notices on the CITI Program materials or website.
- Updating the set of persons with Site Administrator privileges at the Subscriber Organization in a timely fashion to ensure appropriate access to data about the organization's affiliated learners.
- Ensuring appropriate training and data security behaviors by designated Site Administrators.
- Respecting privacy by appropriate protection of affiliated learners' data transferred between the CITI Program and the Subscriber Organization, or to third parties with which the Subscriber Organization has a business relationship.
- Ensuring timely payment of CITI Program fees associated with the Subscriber Organization's contracted services.

## **5. Copyright**

CITI Program content is subject to copyright protections. Please review the CITI Program [Copyright Policy](#), which governs use and re-use of materials from CITI Program websites and from its other communications. If you are a copyright owner or an agent thereof and believe that any content on the CITI Program website infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") in accordance our Copyright Policy.

## **6. Data Protection and Privacy**

Please review the CITI Program [Privacy and Cookie Policy](#), which governs collection, use, and disclosure of your personal information, including all data associated with your use of CITI Program websites.

## **7. Disclaimer**

THE CITI PROGRAM IS OFFERED "AS IS" WITHOUT WARRANTY AS TO ITS PERFORMANCE AND NEITHER THE CITI PROGRAM NOR BRANY NOR THEIR AGENTS, OFFICERS, OR EMPLOYEES MAKES ANY WARRANTY WITH RESPECT THE RESULTS OBTAINED THEREFROM; THE CITI PROGRAM AND THE BRANY EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.



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## **8. External Content**

The CITI Program's websites contain links to Subscriber Organizations' materials and to other third party websites. Links to Subscriber Organizations' sites and their contents, and to other third-party websites and associated content, are provided solely for the convenience of CITI Program users. CITI Program neither endorses nor guarantees the accuracy of such content, the appropriateness or

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These sites are managed by organizations, companies, or individuals that are not under the control of the CITI Program. The CITI Program and BRANY are not responsible for the information or links you may find on these websites. Access to and use of any third-party website linked to CITI Program websites is at the user's own risk. We are not responsible for the accuracy or reliability of any information, information collection practices, data, opinions, advice or statements made on these sites. The CITI Program provides these links merely as a convenience and the inclusion of such links does not imply any endorsement. Once you link to another website, you are subject to the privacy and other policies of the new site. You should read these sites' policies on privacy and information collection.

## **9. Subscription and Service Fees**

Fees for organizational and individual subscriptions, and for supplemental services associated with CITI Program access, are posted on the CITI Program website. CITI Program may at any time, without notice or upon notice as required by applicable law, change the price of any of its services, institute new service charges or fees, or change the conditions associated with particular service fees.

Failure to pay service fees in a timely fashion will result in discontinuation of service.

Refunds for service fees depend on the service. [Please review the CITI Program Refund/Return Policy.](#)

## **10. Protocol Builder Subscribers**

For CITI Program clients that are also subscribing to Protocol Builder, the Protocol Builder Terms of Service can be accessed at <http://www.protocolbuilderpro.com/terms-of-service/>.

## **11. Termination, Modification, Enforcement, Force Majeure, Conflict of Terms, Governing Law**

CITI Program reserves the right, at its sole discretion, to terminate account access and use of its services to any Subscribing Organization, any affiliates of a Subscribing organization, or to any Independent Learner, for failure to follow the terms and conditions described in these Terms of Service. CITI Program also reserves the right to pursue any remedy available to it by law or equity for failure to follow the terms and conditions described in these Terms of Service.

CITI Program may at any time, without notice or upon notice as required by applicable law, modify these Terms of Service.

In the event of any conflict between the CITI Program Terms of Service, its other Legal Notices, or any other documents that may be a part of CITI Program, including but not limited to the Terms of Service and/or other Legal Notices translated to another language, the language of the English language Terms of Service and other Legal Notices shall govern.

Otherwise applicable sections of the Terms of Service will survive termination or modification. In addition to any termination rights, CITI Program reserves the right to enforce and prosecute any violations of these Terms of Service.

Neither CITI Program nor its Subscribing Organizations will be liable for failures or delays in providing services due to events or causes beyond their control, including but not limited to acts of God, criminal activity, earthquakes, epidemics or other health emergencies, fires, floods, hurricanes or other meteorological events, infrastructure failures, military or civil authority actions, riots or civil unrest, strikes or other labor disputes, terrorism, or war or other hostilities. If conditions giving rise to failure or delay continue for more than thirty (30) days, any party may terminate this agreement by giving written notice to the other(s).

These Terms of Service are governed exclusively by the laws of the United States and the laws of the State of New York, without reference to its conflict of laws provisions.

CITI Program reserves the right to suspend, limit, or deny an account or access to services to any person or entity at any time for any reason.

By entering and using the CITI Program, you signify your acceptance of every term and condition set forth in the Terms of Service and other Legal Notices of the CITI Program. The use of the CITI Program is expressly conditioned upon your acceptance of and compliance with all terms and conditions set forth in the Terms of Service and other Legal Notices. If you do not accept the terms or do not wish to comply with any term or condition set forth therein, please do not use the CITI Program. Once you have entered the program, the Terms of Service and other Legal Notices will be deemed to have been accepted by you and you will be bound by all of the terms, conditions, and restrictions contained therein.

## **12. Amendment for Government Entities**

If you are a state or local government or an agency or other unit of a state or local government located in the United States, please see our [Government Entity Amendment](#).

## **13. Amendment for Young Learners**

If you are a Science Fair organizer, or a secondary school, college or university offering access to CITI Program for students between the ages of 13 and 18, please see our [Young Learner Amendment](#).

## **14. Anti-Discrimination Policy**

It is the policy of CITI Program to promote and maintain a work and learning environment in which all employees and CITI Program learners are treated with dignity, respect, and equity. Please see the CITI Program [Anti-Discrimination Policy](#) for additional information.

## **15. Contact Information**

For additional information, or if you have questions or concerns about CITI Program's Terms of Service, contact us at:

Email: [support@citiprogram.org](mailto:support@citiprogram.org)

Telephone: 888.529.5929 (U.S.) or +1.305.907.3351 (outside U.S.)

Postal Address:

CITI Program, a division of BRANY

101 NE 3rd Avenue, Suite 320  
Fort Lauderdale, FL 33301

Last updated: 14 April 2022

This Amendment applies if you are a state or local government or an agency or other unit of a federal, state, or local government located in the United States or a federally recognized Indian tribe (a “Government Entity”) and applies to any Governmental Entity users and accountholders who use or access the Services through your subscription to CITI Program. This Amendment amends CITI Program’s general [Terms of Service \(the “TOS”\)](#) as it pertains to the Government Entity’s use of the Services. Capitalized terms that are not expressly defined in this Amendment have the meanings given to them in the TOS.

The Terms (as defined in the TOS) are amended as follows:

### **Indemnities**

Any provision in the Terms under which the Government Entity indemnifies CITI Program is waived. The liability of the Government Entity for any breach of the Terms or any claim arising from the Terms shall be determined under the relevant State Tort Claims Act, or other federal or state governing authority. The liability of CITI Program for any breach of the Terms, or any claim arising from the Terms, shall be determined by applicable state law.

### **Governing Law**

If the law establishing or otherwise governing the Government Entity expressly requires the Government Entity to enter into contracts under a particular law and/or prohibits any choice of law provision imposing any law other than the law under which the Government Entity is authorized to act, then all “Governing Law” and “Jurisdiction” clauses in the TOS, and all other provisions related to dispute resolution are deleted. In lieu thereof, the Terms shall be governed, interpreted, and enforced in accordance with the applicable laws of the Government Entity’s state, and jurisdiction shall reside in the courts of such state. For the avoidance of doubt, in the absence of applicable law (and unless prohibited by law), the laws of the State of New York will apply. The Government Entity and CITI Program may, by mutual consent, elect to use alternative dispute resolution methods.