

InsightGrade

Institutional Agreement

FERPA-aligned agreement for institutional use of the InsightGrade academic discussion analysis service. This agreement must be signed and returned to think@insightgrade.app before an institution activates or subscribes to a paid InsightGrade analysis plan.

1. Parties

This Institutional Agreement (the “Agreement”) is entered into between InsightGrade (“InsightGrade”, “we”) and the educational institution identified in the signature block below (the “Institution”). The Agreement takes effect on the date of the last signature (the “Effective Date”).

2. Services

InsightGrade provides a hosted service that reads academic discussion posts and threads, classifies each post by learning depth (deep, surface, or social learning), generates a CAPITAL profile (Confidence, Amicability, Professionalism, Interactivity, Transparency, Adaptability, Lexicography), produces thread-level summaries, performs a bias self-check, and returns a structured executive summary report. Output is generated support for scholarly judgement and is not a substitute for instructor evaluation.

3. FERPA and School Official Designation

Content submitted by the Institution may constitute education records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g. The Institution designates InsightGrade as a school official with a legitimate educational interest in the submitted records. InsightGrade operates under the direct control of the Institution with respect to the use and maintenance of education records, uses student information solely for the authorized educational purposes described in this Agreement, and will not redisclose personally identifiable information from education records except as permitted by FERPA or as directed in writing by the Institution. Evaluations and analytics generated by InsightGrade become part of the student’s education record. InsightGrade may use de-identified data for research or product improvement in accordance with FERPA regulations.

4. Institutional Control and Responsibilities

The Institution is responsible for obtaining any consents or notices required under its own policies and applicable law, for managing which of its personnel are granted accounts, and for the accuracy and lawfulness of the content it submits. The Institution may direct InsightGrade in writing to correct, export, or delete records associated with its account.

5. Data Security and Retention

InsightGrade maintains administrative, technical, and physical safeguards appropriate to the sensitivity of education records, including encryption in transit and at rest, access controls limiting record access to personnel with a need to know, and logging of administrative access. Records are retained for the duration of the subscription and deleted within thirty (30) days of written deletion request or account termination, except where longer retention is required by law.

6. Incident Notification

InsightGrade will notify the Institution without undue delay, and in any event within seventy-two (72) hours, after becoming aware of any unauthorized access to or disclosure of the Institution's education records, and will cooperate reasonably in the Institution's response.

7. Subprocessors

InsightGrade uses vetted service providers for hosting, model inference, transactional email, and payment processing. Each subprocessor is bound by confidentiality and data-protection obligations no less protective than those in this Agreement. A current subprocessor list is available on request.

8. Fees and Term

Fees correspond to the subscription plan selected by the Institution and are billed through Paddle, InsightGrade's merchant of record. The initial term is twelve (12) months from the Effective Date unless otherwise stated, renewing for successive twelve-month terms unless either party gives thirty (30) days' written notice of non-renewal. Either party may terminate for material breach that remains uncured thirty (30) days after written notice.

9. Intellectual Property

The Institution retains all rights in the content it submits. InsightGrade retains all rights in the InsightGrade platform, models, prompts, and methodology. The Institution grants InsightGrade a limited, non-exclusive license to host and process submitted content solely to provide the service under this Agreement.

10. Warranties, Liability, and Governing Law

Each party warrants that it has authority to enter this Agreement. Except as expressly stated, the service is provided "as is". Neither party is liable for indirect or consequential damages; each party's aggregate liability is limited to the fees paid in the twelve months preceding the claim, except for breaches of confidentiality or FERPA obligations. This Agreement is governed by the laws of the Institution's home jurisdiction unless the parties agree otherwise in writing.

11. Notices

Notices to InsightGrade must be sent to think@insightgrade.app. Notices to the Institution will be sent to the contact named in the signature block.

12. How InsightGrade Enforces FERPA Controls

These safeguards are built into the platform itself, so the commitments in this Agreement are enforced by the system and not only by contract:

- **Per-account data isolation.** Every conversation, transcript, report, and usage record is scoped to a single account or to members of an approved institution. No other institution, account, or unauthenticated party can read them.
- **Private, encrypted storage.** Transcripts and signed agreements are stored in private storage that is encrypted in transit and at rest, and are reachable only through authenticated access rules.

- **Use limitation by design.** Submitted content flows only through the requested analysis — extraction, model inference, and report generation. It is never used to train models and is never shared beyond the vetted subprocessors listed in this Agreement.
- **Institution-controlled access.** Institutions manage their own roster — inviting and removing members at will — and can direct InsightGrade to export or delete their records, honored within thirty (30) days.
- **Logged administrative access.** Internal administrative access to institutional data is restricted and logged, supporting the access controls required under FERPA and 34 CFR 99.31(a)(1).

13. Subprocessors

As required by Section 7 of this Agreement, InsightGrade uses only the following vetted subprocessors to deliver the service. No other third party receives institutional or student data:

- **Lovable (including Lovable Cloud).** Application hosting, database, authentication, and AI inference gateway. Customer content is not used to train models.
- **Paddle.** Payment processing as Merchant of Record. Receives billing details only — never transcripts, reports, or student data.
- **Fastmail.** Transactional email delivery (notify.insightgrade.app), such as report-ready notifications and institutional invitations.

InsightGrade will update this list and notify institutions before engaging any additional subprocessor that would handle education records.

14. Signatures

By signing below, the parties agree to the terms of this Institutional Agreement.

Institution

Institution name

Authorized signatory

Title

Email

Signature

Date

InsightGrade

Authorized signatory

Title

Email

Signature

Date

Return the completed, signed agreement to think@insightgrade.app. InsightGrade will countersign and return a fully executed copy.