



Confidentiality and Non-Disclosure Agreement

Savvas Learning Company LLC (hereinafter referred to as “Vendor”), by and through its product, SuccessMaker, understands the extension of trust placed in us with our handling of Thomas MacLaren School (herein referred to as “School”) data that may be provided to us for the purpose of performing our services.

Definition of “Data”: Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. All data will be treated in accordance with all applicable state and federal laws, including the [Colorado Student Transparency and Security Act](#), the [Children’s Online Privacy Protection Rule \(COPPA\)](#) the [Federal Education Rights and Privacy Act \(FERPA\)](#), the [Health Insurance Portability and Accountability Act \(HIPAA\)](#), etc.

Rights and License to Data: All rights, including all intellectual property rights, shall remain the exclusive property of the School, and Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations and services. The Vendor does not have any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly needed to perform its services. This includes the right to sell or trade Data. Any Data held by Vendor will be available to the School at any time during the School’s use of Vendor’s product through the standard product functionality. Notwithstanding anything in this Agreement to the contrary, de-identified information may be used by the Vendor for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b).

Data Use and Collection: Vendor will only collect and use Data necessary to fulfill its duties, provide services, and improve services to the School. Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data and/or programs stored on School equipment will not be duplicated and/or stored by the Vendor on other media without Thomas MacLaren School’s express permission. The School understands that Vendor may rely on one or more subcontractors to perform services. The Vendor agrees to share the names of these subcontractors with School upon request. All subcontractors and successor entities of Vendor will be subject to the terms of this Statement.

Data Transfer or Destruction: Vendor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Vendor may have transferred Data, are destroyed when the Data are no longer needed for their specified purpose, at the request of the School.

Security Controls: Vendor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the School in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor agrees to share a summary of its incident response plan upon request.

Modification of Terms of Service: Vendor agrees to notify School in the event of any material change with the Vendor's practices, Privacy Policy, or End User License Agreement, including those that would affect this Statement. This notice may occur through various methods, depending on which best allows [Vendor] to reach affected customers; these methods may include, but are not limited to, e-mail, postal mail, or a conspicuously posted website notice, where available. Changes to Vendor's practices, Privacy Policy, or End User License Agreement that conflict with existing statutes may result in immediate termination of any vendor contract with the district.

Matt Stricker

Matt Stricker (Mar 23, 2021 13:00 CDT)

Vendor Viable Authority Signature

VP Operations

Title

Mar 23, 2021

Date

Matt Stricker

Viable Authority Printed Name

Phone Number

matt.stricker@savvas.com

Email Address