



Beaufort County School District Data Sharing Agreement

This Data Sharing Agreement (the “Agreement”) is made between _____ (the “Provider”) and the Beaufort County School District (“BCSD” or the “District”). BCSD and the Provider will be collectively referred to as the “Parties.”

1. DEFINITION, USE, AND TREATMENT OF DATA

- a. “Personally identifiable information” (PII) includes, but not limited to, information in employee’s or student’s records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments.
- b. “Data” shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that BCSD (or any authorized end user(s)) uploads or enters through their use of the product. “Data” also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- c. “Student-generated content” means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs, except “student-generated content” does not include student responses to a standardized assessment.
- d. “Data mining” is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.
- e. “Targeted advertising” to students means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content or inferred over time from the usage of the operator’s Internet web site, online service or mobile application by such student or the retention of such student’s online activities or requests over time for the purpose of targeting subsequent advertisements. “Targeted advertising” does not include any advertising to a student on an Internet web site that such student is accessing at the time or in response to a student’s response or request for information or feedback.
- f. BCSD owns and retains all rights, title and interest to, or has appropriate possessory rights in, Data. Provider makes no claim of license, title or ownership to or in Data.
- g. All Data accessed or used by the Provider shall at all times be treated as confidential by Provider and shall not be copied, used or disclosed by Provider for any purpose not related to providing services to BCSD. As outlined in more detail below, Provider recognizes that

personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Provider agrees to comply with said restrictions.

2. PURPOSE, SCOPE AND DURATION

- a. For the Provider to provide services to BCSD it may become necessary for BCSD to share certain Data related to the BCSD's students, employees, business practices, and/or intellectual property.
- b. The Parties acknowledge that BCSD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because Provider: (1) provides a service or function for which BCSD would otherwise use employees; (2) is under the direct control of BCSD with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.
- c. The parties expect and anticipate that Provider may receive personally identifiable information in education records from BCSD only as an incident of service or training that Provider provides to BCSD pursuant to this Agreement. Provider shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. Provider represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.
- d. This agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides services to BCSD. Provider agrees to use said Data solely for the purposes of providing services to BCSD.
- e. At the conclusion of this agreement Provider agrees to destroy, and if requested by BCSD, transfer all BCSD related Data, its students, and its employees which that Provider may have in its possession or in the possession of any subcontractors or agents to which the Provider may have transferred Data.

3. DATA COLLECTION

- a. Provider will only collect Data necessary to fulfill its duties as outlined in this Agreement.

4. DATA USE

- a. Provider will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- b. Data shall not be used for Targeted advertising.

5. DATA DE-IDENTIFICATION

- a. Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party authorized to receive such Data pursuant to this Agreement unless that party agrees not to attempt re-identification.

6. **MARKETING AND ADVERTISING PROHIBITED**
 - a. Provider shall not use any Data to advertise or market to students, their parents, BCSD employees or officials.

7. **DATA MINING**
 - a. Provider is prohibited from utilizing Data for any purposes other than those agreed in writing to by the Parties. Data mining or scanning of user content for the purpose of targeted advertising or marketing to students or their parents is prohibited.

8. **DATA SHARING**
 - a. Provider shall not share Data with any additional parties, including but not limited to an authorized subcontractor or non-employee agent, without prior written consent of BCSD.
 - b. In the event any person(s) seeks to access any Data beyond the access that is provided to Provider's employees for purposes of providing services to BCSD under this Agreement, Provider will immediately inform BCSD of such request in writing unless expressly prohibited by law or judicial order. BCSD will respond to all requests for Data received by Provider; Provider will not respond in any way to such requests for Data. Provider shall only retrieve requested Data upon receipt of, and in accordance with, written directions by BCSD.
 - c. Should Provider receive a court order or lawfully issued subpoena seeking the release of such Data or information, Provider shall immediately provide notification in writing to BCSD of its receipt of such court order or lawfully issued subpoena and shall immediately provide BCSD with a copy of such court order or lawfully issued subpoena prior to releasing the requested Data or information.

9. **DATA TRANSFER OR DESTRUCTION**
 - a. Once Data is no longer needed for the specified purpose of this contract, the Provider will ensure that all Data in its possession and in the possession of any agents to which the Provider may have transferred Data are destroyed.
 - b. If requested, all BCSD employee or staff data held by the Provider must be transferred to BCSD.
 - c. BCSD shall have the ability to request the destruction of employee or student data in the possession of the Provider or any agents to which the Provider may have transferred Data except in instances where such data is otherwise prohibited from deletion or required to be retained under state or federal law. BCSD may request the deletion of any such employee or student information, employee or student records or student-generated content. BCSD may request the deletion of employee or student data by contacting the associated Provider support team in writing on BCSD's letterhead, with such writing bearing the signature of the Superintendent. The Provider may request additional information as may be necessary to confirm the validity of the deletion request and to fulfill the request. The Provider shall then carry out the deletion request within five (5) business days of receiving the request, with reasonable support and assistance from BCSD, if necessary.

10. **RIGHTS AND LICENSE IN AND TO DATA**
 - a. Parties agree that all rights, including all intellectual property rights, to Data shall remain the exclusive property of BCSD, and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Provider any rights, implied or otherwise, to Data, content, or intellectual property,

except as expressly stated in the Agreement. This includes the right to sell or trade Data.

11. ACCESS

- a. Any BCSD Data held by Provider will be made available to BCSD immediately upon request by BCSD.

12. SECURITY CONTROLS

- a. Provider shall 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.
- b. Provider shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- c. Provider shall also have a written incident response plan, which shall include but is not limited to, prompt notification to BCSD in the event of a security or privacy incident, as well as procedures for responding to a breach of any of BCSD's Data in Provider's possession. Provider agrees to share its Incident Response Plan upon request.

13. NOTIFICATION OF AMENDMENTS TO POLICIES

- a. Provider shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from BCSD.
- b. Provider shall provide notice to BCSD of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. BCSD may terminate the Agreement with Provider upon notification of amendment to such terms.

14. NOTIFICATION OF DATA BREACH

- a. When Provider becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, Provider shall immediately notify BCSD and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.
- b. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at BCSD's discretion, result in BCSD immediately terminating this Agreement and refusing to enter into a contract with Provider or otherwise allow Provider access to any District Data for a period of not less than five (5) years.
- c. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s), in which BCSD shares Data with Provider, this Agreement and such underlying agreement(s) may be terminated by BCSD if Provider fails to cure such breach within thirty (30) days of receiving written notice from BCSD of such breach (or such longer time necessary to cure such breach if the breach cannot be cured in 30 days). The Party in breach shall identify to the non-breaching Party all steps taken to cure such breach and the estimated timeframe for such cure.

15. INDEMNIFICATION

- a. Provider shall indemnify and hold harmless BCSD and its officers, agents, subcontractors, and employees, from any and all claims, losses, suits or liability, including reasonable attorneys' fees for damages or costs resulting from the acts or omissions of Provider, or its officers, agents, subcontractors, or employees while performing under this Agreement.

16. TERMINATION

- a. BCSD may terminate this agreement at any time at its discretion upon written notification to Provider. If BCSD terminates the Agreement, or if Provider ceases to perform services for BCSD that requires access to Data, Provider shall return to BCSD all Data delivered to it or collected during the course of the Agreement. Further, Provider shall certify to BCSD in writing within five (5) business days that all copies of the Data stored in any manner by Provider have been returned to BCSD and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

17. SEVERABILITY

- a. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court’s ruling will not affect the validity or enforceability of the other provisions of the Agreement.

18. ENTIRE AGREEMENT

- a. Notwithstanding any other provision in the Agreement, this contract shall remain in effect in perpetuity, except that either party may terminate at any time by submitting written notice of termination to the other party at least ten (10) days in advance of the date of termination.
- b. This document states the entire agreement between Provider and BCSD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements. This Agreement is governed by the laws of the State of South Carolina. Venue shall lie in Beaufort County, South Carolina, for any dispute arising out of this Agreement.

Provider

Beaufort County School District

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Position

Position

Date

Date