

Data Sharing Authorization Form

This Data Sharing Authorization Form (this “Authorization Form”) is executed by _____ (“Authorizer”) pursuant to the Data Sharing Agreement (the “Agreement”) between NWEA, an Oregon nonprofit public benefit corporation located at 121 NW Everett Street, Portland, Oregon 97209 (“NWEA”), and **San Diego County Superintendent of Schools**, located at **6401 Linda Vista Road, San Diego, CA 92111** (“Requestor”). Capitalized terms not otherwise defined in this Acknowledgment Form have the meanings ascribed to them in the Agreement.

The parties agree as follows:

1. Definitions:
 - a. Authorizer: means an individual public, private or charter school or a district consisting of multiple schools that is authorizing NWEA to share Data with Requestor.
 - b. Agreement: means the Data Sharing Agreement between Requestor and NWEA, including all exhibits.
 - c. Data: means the data fields set forth in Exhibit A to the Agreement, which may include the student PII of Authorizer and which Requestor seeks to receive from NWEA.
 - d. Effective Date: means the last date set forth on the signature page of the Agreement. This Authorization Form is effective as of the date it is signed.
 - e. NWEA: means NWEA, which is an educational 501(c)(3) not-for-profit corporation that provides assessment tools and test development services to educational institutions and engages in ongoing, supportive relationships with partnering schools, school districts and education agencies throughout the United States.
 - f. PII: means personally identifiable data, as that term is defined in FERPA.
 - g. Project: means the project furthering the legitimate educational interests of Requestor as set forth in Section I of the Agreement.
 - h. Requestor: means the party seeking authorization from each Authorizer for NWEA to disclose Data to Requestor.
2. As a necessary part of the Project, Requestor and Authorizer wish for NWEA to provide to Requestor the Data listed in Exhibit A of the Agreement for all schools listed on Attachment A to this Authorization Form.
3. Authorizer hereby grants permission for NWEA to disclose the Data to Requestor for use solely for the Project and under the terms of the Agreement. Authorizer permits Requestor to use the Data only if the Project is conducted in a manner that limits sharing of PII of parents and students to those individuals within Requestor that need to access it to complete the Project. Authorizer’s permission also requires that Requestor take steps to maintain the confidentiality of all PII at all stages of the Project by using appropriate disclosure avoidance techniques. This permission shall expire either when the information is no longer needed for the purposes of the Project or as required under applicable state or federal law, whichever comes first. Upon expiration, Requestor must promptly destroy the Data (including all physical and electronic copies) from all systems and locations.
4. In compliance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time, Requestor is requesting authorization from Authorizer to utilize the Data to complete the services Requestor is providing to Authorizer. Pursuant to 34 CFR 99.33(b), Authorizer may disclose PII with the understanding that the party receiving the information may make further disclosures of the information on behalf of Authorizer if the disclosures meet the requirements of Section 99.31 (legitimate educational interests of school officials—now includes contractors) and Authorizer has complied with Section 99.32(b), which requires a record of the disclosure, including the names of the additional parties to which the receiving party may disclose and the legitimate interests which each of the additional parties has in requesting or obtaining the information.
5. Authorizer represents and warrants to NWEA that it has obtained any and all required consents to collect and release the Data described in Exhibit A to the Agreement and that such release is in accordance with all applicable local, state and federal laws, including FERPA and the Children’s Online Privacy Protection Act of 1998 (15

U.S.C. §§6501-6506 (“COPPA”). Authorizer understands that the release of PII of students to persons or agencies not authorized to receive such information is a violation of United States federal law.

6. Authorizer will indemnify, defend and hold harmless NWEA, its officers, employees, agents, and Board of Directors from and against all claims, losses, liabilities and damages (including reasonable attorneys’ fees and costs) arising from any claims against NWEA related to the Agreement or this Authorization Form.
7. In no event will NWEA be liable for any indirect, incidental, special, exemplary, or consequential damages (including procurement of substitute goods or services; loss of use, data or profits; or business interruption) or any other damages not arising from NWEA’s gross negligence or willful misconduct, however caused, and regardless of the theory of liability (including contract, strict liability, tort, or other, including NWEA’s own negligence or otherwise), arising from this Agreement or NWEA’s use of the Data, even if advised of the possibility of such damage.
8. This Agreement is governed by the laws of the State of Oregon, without regard to that State’s conflict of laws provisions.
9. This Authorization is effective as of the date it is signed and is in effect until the earlier to occur of (a) the termination of Requestor’s relationship with Authorizer, (b) Authorizer’s written revocation of its authorization, (c) the expiration of Authorizer’s permission, or (d) NWEA’s written notice of termination of the Agreement provided to Requestor. Upon termination of this Authorization or the Agreement, Requestor shall promptly destroy the Data (including all physical and electronic copies) from all systems and locations.

By signing below, Authorizer acknowledges that Authorizer’s signatory is duly authorized and has legal capacity to execute this Agreement and that Authorizer will record this redisclosure and include in its annual notification to parents.

By: _____

Print Name: _____

Title: _____

Authorizer District
or School: _____

Address: _____

Date: _____

**Attachment A
to Data Sharing Authorization Form**

List of Authorizer Schools

- All schools within Authorizer district or organization (all schools unless otherwise specified is the default)
- Only schools as specified below (please list each one individually by full name):