
PURCHASING CONTRACT | GENERAL TERMS AND CONDITIONS WITH DEFINITIONS

1. Purchases and Ordering.

- 1.1. Orders. The Contract governs all Purchases the District makes under the Contract, including, without limitation, any Purchases made with the use of P.O.s or other Orders.
- 1.2. Contract Prices and Rates. The District will pay such contract amounts and at such prices, rates, fees, or other payment as is specified in the Contract section labeled “Statement of Performance and Pricing.”
- 1.3. Invoices. The Contractor shall submit to the District, attention Accounts Payable, invoices for Purchases made under the Contract. Invoices shall, at a minimum, contain the following information: (1) PO Number; (2) Contract number, if available; (3) Description of the goods and services invoiced acceptable to the District. The invoice shall not list names or personal identifiable information of students, employees, contractors, or other individuals.

2. Insurance By Contractor.

- 2.1. Requirement to Carry and Maintain Insurance. The Contractor shall maintain policies of insurance to cover its liability under the Contract and covering such risks and carrying such minimum policy limits as is specified in the form of a checked box in the “Insurance” section of the Purchasing Contract’s cover and signature page. Policy names denote common insurance industry standards of coverage. The Contractor shall assume all financial responsibility for deductibles and self-insured retentions.
- 2.2. Minimum Rating Standard. All insurance carriers providing coverage to the Contractor hereunder shall have an AM Best rating of A-VIII or better.
- 2.3. Insurance Where Contractor is a Governmental Entity. If the Contractor is a public entity within the meaning of the Colorado Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., the Contractor shall maintain at all times while the Contract is in effect, including during any warranty period, such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities.
- 2.4. Subcontractor Insurance Requirement. The Contractor shall require Subcontractors to maintain insurance policy coverages equivalent to and with coverage limits that are no less than those required of the Contractor in this Contract and shall in any event be sufficient to cover the Subcontractors’ liability that may arise from their performance as Subcontractors.
- 2.5. Certificates of Insurance. The Contractor shall provide evidence of insurance coverage required by the Contract upon the District’s request. Certificates of insurance shall be in such form and substance sufficient to evidence that the insurance required under the Contract is in effect and shall provide information as to when insurance coverage expires.
- 2.6. Claims Made Basis. If a policy is written on a claims-made basis, then the Contractor shall maintain or purchase retroactive dates and extended reporting periods to maintain continuous coverage during any time period when claims may be made in connection with the Contractor’s performance under the Contract, and in no event less than 24 months after the insurable work or event is completed.
- 2.7. Not a Cap. The requirements of this section 2 shall not be construed as a limitation of liability.

3. Indemnification from Contractor.

- 3.1. Agreement to Indemnify. The Contractor indemnifies and holds the District harmless against all Claims that result from, arise in connection with, or are related to the Contractor, any Subcontractor or Subcontractors, or the Contractor's employees, agents', officers', directors, or assignees' actions or omissions in performance under the Contract and that are not attributable to the District's action or inaction. If performance under the Contract includes use of Intellectual Property, delivery of Work Product, or both, then the Contractor also indemnifies, holds harmless, and assumes the duty to defend the District against any and all Claims that result from, arise in connection with, or are related to Work Product or infringement on the Intellectual Property rights of a Party or any person not a Party.
- 3.2. No Effect of Other Limitations Provisions. The Contractor's agreement to indemnify takes precedence over any conflicting or inconsistent Contract provisions.
- 3.3. Survival. The Contractor's agreement to indemnify survives the termination, expiration, or other ending of the Contract until such time when all possible and applicable limitation of action periods have expired.
4. **District Data and Information.**
 - 4.1. Data Relating to Student and other Persons not a Party. While performing under the Contract, the Contractor may gain access to PII, District Data, and other information relating to Students and other individuals or entities. The Contractor acknowledges that under law, its officers, employees, agents, and Subcontractors who access the Education Records and PII of District Students may use such information only for the purposes of performing under the Contract; that the Contractor is prohibited from re-disclosing such information to persons not a Party; and that the Contractor shall use reasonable methods to ensure to the greatest extent practicable that such records and data are protected from further disclosure; and that Contractor shall securely destroy any such information when the Contract is terminated or when the information is no longer needed to perform under the Contract. The Contractor shall collect and use that data and information only as necessary to perform under the Contract and shall comply with the following:
 - 4.1.1. The federal "Family Education Rights and Privacy Act", 20 U.S.C. § 1232g, in accordance with which the Contractor may be a school official; and
 - 4.1.2. The "Student Data Transparency and Security Act", CRS title 22, article 16; and
 - 4.1.3. The provisions of CRS § 6-1-713 and §6-1-713.5 relating to protection and disposal of personal identifying information; and
 - 4.1.4. The provisions of CRS title 24, article 73 relating to security breaches and personal information; and
 - 4.1.5. The "Colorado Privacy Act," CRS title 6, article1, part 13; and
 - 4.1.6. Laws governing rights and obligations in Intellectual Property.
 - 4.2. Ownership. The District owns all District Information, all now known or hereafter existing Intellectual Property Rights associated with District Information, any derivative works thereof and modifications thereto The District continues to own all District Information that the District may share with or disclose to the Contractor for any reason, except to the extent the District may otherwise agree to either in a Contract Component or in separate writing executed by an authorized representative of the District. The Contractor shall allow the District access to District Information in the Contractor's possession at all times upon the District's reasonable request.

- 4.3. License to Use. The District grants to the Contractor a limited, non-exclusive license to use District Data solely for the purpose of performing its obligations under the Contract. All use of District Data shall be for the benefit of the District. The Contractor shall hold, use, and maintain District Data in facilities located within the United States, shall do so in compliance with all applicable laws and regulations, and shall maintain a secure environment that ensures the safety, security, and confidentiality of all District Data wherever located.
- 4.4. Disposal. When the Contract ends for any reason, the Contractor shall transmit all District Data in the Contractor's possession in a secure manner to the District in a format that allows the District to reasonably access the returned District Data. The Contractor shall then Securely Destroy and direct its Subcontractors to Securely Destroy all District Data, copies, and back-ups the Contractor's and Subcontractors' possession, except that the Contractor and Subcontractors may retain copies and back-ups if and then only to the extent and as long as required by law.
- 4.5. Prohibited Uses of District Data. Except as may be required by law or as the District may expressly permit in writing after a Contractor's written request directed to the District's Legal Notice recipient, the Contractor SHALL NOT use or sell the District's or any School's or Department's name, logos, or reputation or use District Data:
 - 4.5.1. To disclose to any person not a Party outside of what may be required to perform under the Contract.
 - 4.5.2. To conduct external research as governed by District Policy IGB and IGB-R.
 - 4.5.3. To advertise or market to or conduct surveys or other research on Students, families, District employees, or other District constituents.
 - 4.5.4. In a manner that is inconsistent with the Contractor's privacy policies then in effect, if any.
5. **Contract Duration and Termination**.
 - 5.1. Duration. The Contract is in effect from the Effective Date until the Contract End Date or the end of any Contract Term that is created thereafter, whichever is later.
 - 5.2. Renewal. The Parties may renew the duration of the Contract by written agreement, which will be an amendment to the Contract. All Contract documents shall be prepared by the District and, to become effective, signed by both Parties.
 - 5.3. Duration of Orders. If the duration of a P.O., license, or other Order issued under the Contract exceeds the duration of the Contract, then the terms of the Contract are automatically incorporated into the terms of the P.O., license, or other Order on the date when the Contract expires or otherwise terminates.
 - 5.4. Termination by District – No Default. The District may terminate the Contract at any time, if the District determines this to be in its best interest. To terminate under this provision, the District shall provide at least 20 calendar days prior written notice to the Contractor. The District will pay the Contractor any sums earned and not yet paid up to the date of termination. The District will not pay for the loss of anticipated profits.
 - 5.5. Termination as the Result of Party Default. If a Party defaults under the Contract, the other Party may terminate the Contract in accordance with the provisions of the section labeled **Default and Remedies**.
 - 5.6. Obligations at Termination. This paragraph and all Remedies survive termination of the Contract until the Contractor has discharged all the duties described in this paragraph. When the Contract terminates for any reason, in addition to all other duties that remain under the Contract, the Contractor shall do the following, as applicable:

- 5.6.1. Return to the District all tangible and intangible District property that may be in the Contractor's possession.
- 5.6.2. Comply with all District Data destruction requirements listed in the Contract, including, without limitation, those required by the DPA if applicable.
- 5.6.3. If Work Product is part of the Services, deliver to the District all completed Work Product and all Work Product that was in the process of completion.
- 5.6.4. Refund to the District any sums that the District has prepaid and that remain unearned at the time of termination, no later than 45 calendar days after the last day the Contract was in effect.
- 5.6.5. Take or omit any additional action as may be specified elsewhere in the Contract.

6. **Default and Remedies.**

6.1. Default by the District, Legal Notice, and Remedies.

- 6.1.1. The District is in Default when the District fails to pay when due amounts payable under the Contract. If the Contractor believes the District is in Default and wishes to avail itself of its remedies, the Contractor shall send Legal Notice to the District that informs the District of the Default. The District may dispute amounts in good faith by sending Legal Notice informing the Contractor of the amounts in dispute and the reason for such dispute. The District shall pay all amounts not in dispute and those amounts that were in dispute once the dispute is resolved. The Contractor may partially or fully stop performance under the Contract, terminate the Contract, or both if the District Default continues for 30 consecutive calendar days after the District has received the Contractor's Legal Notice of the District Default.
- 6.1.2. If the District agrees to any other duties in the "Statement of Performance and Payment" or elsewhere in the Contract, and the District fails to perform any such other duty, the District is not in Default.

6.2. Default by the Contractor. The Contractor is in Default when the Contractor:

- 6.2.1. Fails to materially perform its duties under the Contract in whole, in part, in a timely, or in a satisfactory manner; or
- 6.2.2. Fails to comply with any other condition, requirement, or obligation required of the Contractor under the Contract; or
- 6.2.3. Loses a license, certification, governmental permit or permission, or any other credential or qualification that is required by the Contract or required to legally and competently perform under the Contract; or
- 6.2.4. Fails to complete a condition precedent or condition subsequent that the Contract specifically requires; or
- 6.2.5. Becomes a debtor in any proceeding in bankruptcy, whether voluntary or involuntary, or is the subject of any other insolvency proceeding or appointment for the benefit of creditors, and any such proceeding remains un-dismissed for more than 60 calendar days; or
- 6.2.6. Defaults under any other agreement with the District, and the default remains unresolved for more than 60 calendar days after the District has given written notice to the Contractor of such default; or
- 6.2.7. The Contractor or any of its employees, agents, or Subcontractors, while performing under the Contract, act or fail to act in a manner that, in the District's determination, is or becomes a threat or danger to the District, its employees, agents, officers, members of the board of education, students, families, or other constituents;

6.2.8. The Contractor or any of its employees, agents, or Subcontractor is convicted of a crime and that conviction then renders the Contractor to no longer be able or permitted to perform their duties under the Contract.

6.3. Legal Notice of Contractor Default. When the Contractor is in Default, and the District wishes to exercise its remedies under law and the Contract, the District shall send Legal Notice to the Contractor. The Legal Notice shall state, at a minimum:

6.3.1. The nature of the Default; and

6.3.2. Whether a correction of the Default is possible; and

6.3.3. The actions that the Contractor must take to then correct the Default; and

6.3.4. The date by which the Contractor must have taken the described actions; and

6.3.5. The actions that the District intends to take if the Contractor does not correct the Default or if a correction is not possible.

6.4. When Legal Notice of Contractor Default not required. If the District determines in its discretion that the Default is an immediate threat or danger to the District, its employees, agents, officers, members of the board of education, students, families, or other constituents, then the District need not give Legal Notice of Default to the Contractor.

6.5. District Remedies if Default by the Contractor. If a Contractor Default occurs, and the District has given Legal Notice, and the Contractor has not corrected the Default as required by the Legal Notice or correction of the Default is not possible, the following remedies are available to the District in addition to all other remedies provided by law and equity or stated elsewhere in the Contract. The District may exercise any or all, or any combination of, the remedies available to it, in its discretion, concurrently or consecutively, or not at all.

6.5.1. Termination of the Contract or any part thereof.

6.5.2. Purchase goods or services to complete or substitute for the Services not performed, or Goods not delivered, or licenses for Digital Services not granted, or all together or a combination of it. The Contractor shall pay to the District all costs and expenses that the District incurs as a result, minus any sums that the District is not paying to the Contractor as the result of the Contractor Event of Default.

6.5.3. Offset costs and damages to the District that result from the Contractor Default against any sums that the District owes and that are payable to the Contractor.

6.5.4. If the Default involves the infringement on Intellectual Property rights of a Party or of persons not a Party, the Contractor shall, as directed by the District in the District's discretion, (i) secure that right to use such work for the District or the Contractor; or (ii) replace the work with non-infringing work; or (iii) modify the work so that it becomes non-infringing; or (vi) remove any infringing work and refund the amount paid for such work to the District.

7. Accessibility

Services under the Contract shall comply with all federal and state laws concerning accessibility for individuals with a disability, including and not limited to the Americans with Disabilities Act of 1990, as amended, and its implementing regulations.

8. Additional Contract Terms and Conditions.

8.1. Assignment. The Contractor may assign its rights and delegate its obligations under the Contract only with the prior written consent of the District, except as prohibited by law.

8.2. Binding Effect and No Third-Party Beneficiary. The Contract binds the Parties and their respective successors and assigns, and the Contract gives no rights or benefits to any persons not a Party.

- 8.3. Captions and References. The captions and headings are for reference only and do not define or limit the provisions they are titled.
- 8.4. Colorado UCC Applies. The Uniform Commercial Code as adopted in Colorado governs. The United Nations Convention on Contracts for the International Sale of Goods does NOT apply to this Contract.
- 8.5. Conflict of Interest. The Contractor represents that the Contractor (i) has no personal or financial interest in the Contract (other than the consideration to be earned); (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance under the Contract; and (iii) does not and will not employ or engage any person with a personal or financial interest in the Contract (other than the consideration to be earned). The Contractor shall not offer goods or services to District employees, which District employees are prohibited from accepting under C.R.S. §24-18-109.
- 8.6. Cooperation during Transition. If the District engages another person or company to take on all or a part of the Contractor duties of this Contract at its termination, the Contractor shall cooperate with the District in any transition work that may be required. Contract Components may specify additional prices and rates and conditions for such cooperation.
- 8.7. Cooperative Participation. The Parties may have agreed, in the Solicitation Documents or otherwise outside of the Contract, to allow other public entities to access the Purchases at the same prices, rates, and other terms and conditions as provided for in the Solicitation, Documents, the Contract, or both. If the Contractor enters into agreements as the result of such cooperative participation arrangements, and to which the District is not a party, the District has no obligations to the Contractor or to any other entity under any such cooperative participation agreements.
- 8.8. Counterparts. The Parties may execute the Contract and subsequent amendments in counterparts, each of which is deemed an original, and all of which together shall constitute one and the same instrument. Photocopies, scans, electronic signatures, and facsimiles of executing signatures are valid evidence of execution.
- 8.9. Criminal Record Certification. Where required by law and District policies, the Contractor shall complete criminal records check on itself, if an individual, and any Contractor employee, agent, or Subcontractor who is an individual and whose performance under the Contract involves direct services to Students and regular, not incidental, contact with Students. The Contractor, if an individual, and Contractor's employees, Subcontractors, or other agents of the Contractor, who are individuals and who have been convicted of, pled *nolo contendere* to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, are not allowed to work on District property. The Contractor shall conduct criminal background checks using the federal Equal Employment Opportunity Commission's guidance titled "Consideration of arrest and Conviction Records in Employment Decisions under Title 7 of the Civil Rights Act of 1964," issued 4/25/2012 and as amended from time to time.
- 8.10. Delivery. The Contractor shall deliver the Goods and materials in performance with this agreement with FOB Destination, inside delivery terms.
- 8.11. Entire Understanding. The Contract represents the complete integration of all understandings between the Parties related to the purposes and subject matter of this Contract. The Contract supersedes and replaces any previous agreements of like nature between the Contractor and the District.

- 8.12. Entity Status. The Contractor's business entity shall be registered with the Colorado Secretary of State's office, either as a Colorado or as a foreign corporation, unless the Contractor shows that the Contractor cannot or should not be registered in Colorado.
- 8.13. Legal Notices. All notices that the Contract or law requires shall be in writing and are referred to as Legal Notice.
- 8.14. Method of Giving Notice. Legal Notice is accomplished by delivery of the written notice to the Legal Notice Recipient at the address listed for the Legal Notice Recipient as follows:
 - 8.14.1. Personal service; or
 - 8.14.2. Trackable delivery service (for example and without limitation: USPS priority or express mail; UPS; DHL; or FedEx).
- 8.15. Modifications. The Parties can change the Contract only in writing that is executed by the Parties. The District shall provide all changes in writing for execution by the parties.
- 8.16. Notification of Legal Process. If the Contractor becomes subject to legal process relating to the Contract or the Contractor's performance under the Contract, or to legal process that compels or will compel the Contractor to disclose District Data, the Contractor shall provide Legal Notice to the District no later than 7 calendar days after the Contractor receives such legal process. The Legal Notice shall include sufficient information for the District to take action to protect District Data and its legal interests. This provision survives the termination of the Contract for as long as the Contractor has or controls District Data that may become subject to legal process.
- 8.17. Order of Precedence. In the event of a conflict or inconsistency between or among any of the components of the Contract, the provisions govern in the following order of precedence:
 - 8.17.1. The Purchasing Contract.
 - 8.17.2. Any attachments to the Purchasing Contract or any of its components, in numerical order.
 - 8.17.3. Any amendments to the Contract in reverse chronological order.
 - 8.17.4. The DPA, if it is a part of the Contract.
 - 8.17.5. The General Terms and Conditions.
 - 8.17.6. Any Purchase-Specific Terms.
 - 8.17.7. The Solicitation Documents (unless expressly excluded from the Contract).
 - 8.17.8. Any Contractor Documents.
- 8.18. PERA Contributions. If the Contractor is a Colorado Public Employees Retirement Association (PERA) retiree in an individual capacity or is an entity owned or operated by a PERA retiree, the Contractor shall inform the District of this status. To the extent that C.R.S. 24-51-1101 applies, concerning retiree employment after PERA retirement and employer and employee contributions to PERA, the District will comply and the Contractor shall comply with their respective obligations under that statute.
- 8.19. Records and Audits. The Contractor shall maintain complete and accurate records of all charges the District incurs under the Contract and other records related to the Contract and performance thereunder, while the Contract is in effect and for a period after the date of termination of the Contract that is at a minimum as long as required by law. The Contractor shall keep such records in accordance with generally accepted accounting principles, The District may inspect and copy those records upon reasonable notice. This is in addition to other record keeping, reporting, and audit obligations that may be specified elsewhere in the Contract Components.

- 8.20. **Severability.** If a court of competent jurisdiction rules any Contract provision to be illegal or otherwise invalid, then only the provision so found to be illegal or invalid shall be deemed removed, and all other provisions remain in effect.
- 8.21. **Subcontracts.** The Contractor shall, upon the District's request, provide a list of all Subcontractors. All contracts that the Contractor enters with Subcontractors in connection with the Contract and performance thereunder shall comply with all applicable laws. The Contractor is responsible for the actions and omissions of its Subcontractors in connection with the Contract.
- 8.22. **Survival of Certain Contract Terms.** The following provisions of the Contract survive expiration or other termination of the Contract and are enforceable by the other Party:
- 8.22.1. Provisions that by their own terms state a survival period; and
- 8.22.2. Other provisions of the Contract that impose an obligation on a Party that begins at or continues after the end of the Contract until such obligation is otherwise no longer an obligation of the other Party.
- 8.23. **Tax Exemption.** The District is exempt from the payment of state and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance under the Contract, and may be exempt from federal and other taxes. The Contractor shall not include any of these taxes in any charges or invoices to the District. The District will provide evidence of tax exemption upon the Contractor's request.
- 8.24. **Time is of the Essence.** The District is relying on the promised delivery date, installation, or other performance as material and basic to the District's acceptance. Time is of the essence. If the Contractor delivers Goods or any shipment of Goods late, the District may, in its discretion, accept or reject the Goods. If the District accepts the Goods, delivery continues to be governed by the Contract. If the District rejects the Goods, the Contractor shall arrange for the return of the Goods at its expense, and the District has no liability for the Goods.
- 8.25. **Waiver.** A Party's failure to assert a right or Remedy, or a Party's waiver of its rights or Remedies by course of dealing or otherwise, is not a waiver of any other right or Remedy under the Contract or by law.
- 8.26. **Work Product.** If the Purchases include Services, the Contractor assigns to the District the entire right, title, and interest in the Work Product EXCEPT as may be otherwise provided for elsewhere the Contract.

9. **Definitions.**

Terms used throughout the Contract have the following meaning.

- ***"Click-Through"*** means both (i) the act, by clicking on an on-line button or link for the purpose of accepting on-line terms and conditions without ink or paper, and (ii) the resulting agreement.
- ***"Claim"*** means, both in its singular and plural form, actions, suits, causes of action, demands, liability, costs, expenses, court awards (including without limitation attorneys' fees and court costs) and all other incidents of liability alleged or brought against the District by persons not a Party.
- ***"Contract"*** means the Contract together with all its components that appear in the form of a free-standing contract document, attachment, exhibit, supplement, addendum, or a webpage accessible by link, and may include all, any one, or a combination of the following:
 - .1. A component labeled *"Purchasing Contract,"* which consists of a cover and signature page,

statement of performance and payments, and mandatory contract terms.

- .2. A component labeled *“General Purchasing Contract Terms and Conditions.”*
 - .3. A component labeled *“Data Protection Addendum” or “DPA.”*
 - .4. A component labeled *“Purchase Specific Provisions.”*
 - .5. Any other component that is expressly incorporated in or otherwise included with the Contract document.
- **“Contract Maximum Amount”** is the amount of spending for the specified Contract duration that the District will not exceed.
 - **“Contract Purpose”** is the purpose stated on the cover page of the Purchasing Contract that summarizes the scope and purpose of the purchase or purchases or other transactions the District is making under the Contract.
 - **“Contractor”** means the entity with whom the District is entering into a written contractual agreement, which includes without limitation a Contract and a P.O.
 - **“Contractor Terms of Use”** means the terms and conditions under which the Contractor provides Digital Services and that are incorporated into the Contract.
 - **“CORA”** means the Colorado Open Records Act, C.R.S. §24-72-101 *et seq.*, as amended from time to time.
 - **“Default”** means any event that results in rights to remedies accruing to a Party, including any one of the events listed in the “General Purchasing Terms and Conditions” under the section labeled *Default and Remedies*.
 - **“De-identified Data”** means District Data from which all personally identifiable information, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made and so that no re-identification of the data can occur.
 - **“Department”** means any District central department.
 - **“Digital Services”** means the grants of licensing for and provision of digital services of software, software-as-a-service, online access, and other digital licenses, and incidental related services, that the Contractor is delivering in accordance with the Contract Purpose, such as, for illustration and without limitation, apps, software-as-a-service, cloud tools, platform hosting, web services, and remote application hosting.
 - **“District”** means Jefferson County School District R-1.
 - **“District Data”** means:
 - .1. PII, Records, and Education Records; and
 - .2. Data included therein or derived therefrom; and
 - .3. Health, medical, financial, credit card, contract, and employment information about Students, District employees, and District contractors, and their respective families, that is protected by various State and federal laws applicable to the Contract; and

- .4. All data and metadata about District Data and PII that the Contractor collects, generates, or infers; and
- .5. Data and information that the District makes available directly or indirectly to the Contractor; and
- .6. Data and information that the District DOES NOT also intentionally make or HAS NOT intentionally made generally available on public websites or publications.
- .7. Materials or content that Students and other District constituents create through use of Services and that is delivered in connection with the Contract and includes, without limitation, essays, research reports, portfolios, music, audio files, photographs, videos, and account information.
- .8. With respect to Students only, data, information, and metadata that, alone or in combination, is linked or linkable to a specific Student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the Student with reasonable certainty. Student PII includes but is not limited to:
 - .8.1. The Student's name;
 - .8.2. The name of the Student's parent or other family members;
 - .8.3. The address or phone number of the Student or Student's family;
 - .8.4. Personal identifiers such as the Student's state-assigned Student identifier, social security number, Student number or biometric record;
 - .8.5. Indirect identifiers such as the Student's date of birth, place of birth, or mother's maiden name; and
 - .8.6. Demographic attributes, such as race, socioeconomic information, and gender.
- .9. With respect to Students and all other individuals, and to the extent not already included in the above definition:
 - .9.1. "Personal information" as defined in the Colorado Open Records Act, C.R.S. 24-72-101 *et seq.*;
 - .9.2. "Personally identifiable information" contained in Education Records;
 - .9.3. "Protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103;
 - .9.4. "Nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809;
 - .9.5. Credit and debit card numbers, PINs and other access codes, authentication data, and other cardholder data as those terms are defined in the Payment Card Industry Data Security Standards; and
 - .9.6. Other financial account numbers, access codes, and state- or federal-identification numbers such as driver's license, passport or visa numbers.

- **“District Information”** means District Data plus all other records, reports, material, and information, in any form and on any media, including but not limited to, any such information that may belong to or affect persons not a Party, which the District provides to the Contractor.
- **“DPA”** means Data Protection Addendum and denotes the provisions specific to the collection, use, and destruction to District Data and other information that may be attached to and incorporated into the Contract.
- **“Education Record”** means Records, files, documents and other materials that:
 - .1. Contain information directly related to a Student; and
 - .2. The District or any other entity acting for the District maintains.
- **“Effective Date”** means the date when the Parties execute this Contract and is the later date if the Parties sign on different dates.
- **“End User”** means individuals authorized by the District to access and use the Digital Services that the Contractor provides in accordance with the Contract Purpose.
- **“Fiscal Year”** means the 12 months’ period that starts on July 1 of each calendar year and ends on June 30 of the following calendar year.
- **“Goods”** means the tangible products that the District may purchase under the Contract.
- **“Indemnified Person”** means, both in its singular and plural form, the District, its employees, agents, officers, and current and past members of the governing Board of Education.
- **“Intellectual Property”** means intangible property rights that are governed by federal, state, and international law governing without limitation patents; copyrights; trade -, service-, and registered marks; trade dress; any applications therefore; and all work and rights derived therefrom.
- **“Legal Notice”** means written notice that this Contract or any law requires any one Party to give to the other Party to execute, enforce, or preserve its rights or cause other actions to take place as provided by the Contract or law, and which may then also start the tolling of response or other periods that may affect the rights of either Party or both Parties.
- **“Master Contract”** means this Contract if its purpose, implemented through corresponding Contract provisions, is to establish an ongoing business relationship between the Parties that allows for the creation of concurrent or future Orders, P.O.s, or other bi-lateral agreements between the Parties that are related to and implement the Contract Purpose.
- **“Order”** means a written agreement that the Parties execute at different times after the Effective Date in order to add, from time to time, additional or specified performance to be governed by the provisions of the Contract. An Order may be in the form of a P.O. or other form that the District or the Contractor may prepare.
- **“Party”** means the District or the Contractor, and the plural means both the District and the Contractor.
- **“Service”** means, in its singular and plural form, the services and work that the Contractor is performing under the Contract and in accordance with the Contract Purpose, and includes the goods

and materials that are incidental to the performance of services.

- **“PII” or “Personally Identifiable Information”** means any information that, alone or in combination, is linked or linkable to an individual so as to allow identification of this individual.
- **“P.O.”** means a purchase order document in form and substance as the District uses in the ordinary course of its business to order goods and services and encumber funds to pay for them.
- **“Purchase”** means, in its singular and plural form, the transactions that result in the District receiving Goods, Services, and Digital Services as specified in the Contract, and the District’s payment therefor.
- **“Record”** means any information recorded in any way and on any medium, including, but not limited to, handwriting, print, computer or other digital media, video or audio tape, film, microfilm, and microfiche.
- **“Renewal”** means a Contract amendment that extends the duration of the Contract by adding a Contract Term.
- **“School”** means any pre-school, elementary, middle, high, option, special needs, and charter school that is governed and served by the District.
- **“Securely Destroy”** means to remove District Data from the Contractor’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in National Institute of Standards and Technology (“NIST”) SP 800-88 Guidelines for Media Sanitization or other comparable or equivalent standard, so that the District Data is permanently irretrievable in the Contractor’s and all Subcontractors’ normal course of business.
- **“Service Level Agreement”** means the standards and levels of service, which may be incorporated into the Contract, that the Contractor agrees to maintain and the remedies available to the District if the Contractor does not maintain those standards.
- **“Solicitation Documents”** means all of the following: (i) the District’s request for proposal, request for qualifications, request for quote, and other documentation of the method that the District uses or has used to solicit proposals for the Contract and then select the Contractor; (ii) the Contractor’s written responses, proposals, and quotes thereto; and (iii) other written documents related thereto.
- **“Student”** means any individual who is enrolled in or otherwise attending a School at the time this Contract is in effect, has at any time been enrolled in or attended a School, or will at any time in the future be enrolled in or attending a School.
- **“Subcontractor”** means any individual, company, or other entity whom the Contractor engages to aid the Contractor in performing under the Contract. A Subcontractor is a sub-contractor as to the District and may be a direct contractor or any level of sub-contractor to the Contractor.
- **“Term” or “Contract Term”** means any time period with a stated begin date and an end date during which the Parties have agreed for the Contract to be in effect.
- **“Contractor Document”** means any form of agreement documentation that the Contractor prepares and provides and that relates to the Contract, and includes, without limitation, an on-line Click-Through contract, any form of proposal, or any form of invoice, that is or is purported to be made a part of the Contract or is effective or purported to be effective outside of or in addition to the

Contract.

- **“Work Product”** means work product that the Contractor generates, produces, or creates specifically and exclusively for the District in performing the Services, and all work based on, derived from, or incorporating the work product, together with the tangible and intangible results of the Services, whether finished or unfinished, including drafts, and DOES NOT include material that the Contractor developed before the Effective Date and used, without modification, in the performance of the Contract.