BSD 2425-7421

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This Local Agreement ("Agreement"), effective as of the last date of signature (the "Effective Date"), is made by and between the University of Washington, a public institution of higher education and agency of the State of Washington having administrative offices at 4333 Brooklyn Ave N.E., Seattle, Washington 98105 ("UW"), and the Bethel SD, a municipal corporation and subdivision of the State of Washington having administrative offices at 516 176th St E, Spanaway, Washington 98387 ("District") (each individually a "Party" and together the "Parties"). UW and District hereby agree as follows:

1. Background

1.1 UW offers the UW in the High School program (hereafter "UWHS"), which trains District teachers to teach UW courses, and awards UW credit to District students who register for UW credit and successfully complete these UW courses.

1.2 District desires to participate in UWHS. The specific courses, District instructors of record (hereafter "Teachers"), and participating District schools (hereafter "School" or "Schools") participating in UWHS are specified in Exhibit A. The details in Exhibit A are subject to change, based on communication between UW and the School/District.

1.3 The National Alliance of Concurrent Enrollment Partnerships (hereafter "NACEP") accredits UWHS. With this national accreditation, the UWHS program meets or exceeds all Washington state rules for "College in the High School" programs. These state rules mirror every NACEP standard in the areas of partnership, students, curriculum, assessment, faculty, and program evaluation.

2. The Program

2.1 Student Recruitment. Recruitment of qualified and eligible students will be the sole responsibility of District Teachers and District administration. In accordance with state law, the School/District must provide information to students in grades 8-12 and parents/guardians about dual credit and College in the High School programs like UWHS. UWHS can provide course and program information as requested by the School/District.

2.2 Student Eligibility. Per Washington State legislation for "College in the High School," students in grades 9, 10, 11, and 12 are eligible to register for college credit for these courses. Students must complete any prerequisite courses before enrolling in the UW course. Details are on the UWHS web site under "Who Can Enroll" (https://www.uwhs.uw.edu/students-parents/who-can-enroll/). School/District is responsible for ensuring that only eligible students, as described above, are provided the option to take a UW course for UW credit.

2.3 Courses.

(a) Courses offered in the high school through UWHS are official UW courses, and students in the courses are eligible to register to earn UW credit in addition to the high school credit awarded by the School/District.

(b) UW courses will be taught in rooms provided by the District and/or School during the academic year. Specific course dates will be determined by the District, which will communicate course plans to UWHS.

(c) Specific to UW French, German, and Spanish courses, mixed-level courses are prohibited. All students in the classroom must be taking the same course and be at the same level of learning the language. For example, a FRENCH 103 course will include only students taking FRENCH 103 and will not simultaneously have students at a higher or lower level of French in the classroom at that time. The School/District may request an exception to this policy, and UW will review each request and promptly notify the School/District of approval or denial of that request.

(d) If a UW course in the high school must shift to hybrid or remote learning, in which part or all of the course instruction occurs without in-person, classroom-based instruction, the teacher will complete a course contingency approval form provided by UWHS. This form will outline the teacher's plan for conducting the course in this new format. The teacher will submit this to UWHS, and the form will then be routed to the appropriate, discipline-specific UW faculty for review and approval. If the UW faculty have concerns, the teacher will be contacted to revise their plan. If the plan is ultimately denied by faculty, the UW course will be cancelled for UW credit and fees paid by and for all UW-registered students will be fully refunded.

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(e) School or District may not combine within the same course section (i.e., all students in the classroom with the teacher) a UW course with another college's course offered as "College in the High School." The teacher is only teaching a UW course during that class period. If desired, School or District may partner with other colleges to offer other college courses in separate course sections, taught in different periods.

(f) In some circumstances, UW faculty have approved co-delivery of a UW course alongside an Advanced Placement (AP) course, with the same teacher and students in the same classroom. Such a course would be indicated in the course catalog, transcript, and syllabus as both a UW and AP course. School or District personnel should contact UWHS to confirm which UW courses are approved by UW for co-delivery with an AP course and to ensure course compatibility and syllabus approval.

2.4 Teachers.

(a) Teachers must be approved and trained by the appropriate UW academic departments to teach the specific UW course. The approved and trained teacher serves as the instructor of record and the primary instructor of the course. Other school personnel not approved and trained specifically for the UW course through UWHS cannot serve as graders, readers, or primary instructors of the UW course.

(b) If a teacher is to serve as a mentor for a student teacher at any point during the UW course, the teacher must notify UWHS and outline the proposed role and responsibility of the student teacher. This proposal will be routed by UWHS to UW faculty for review and approval. The student teacher cannot perform duties in the UW course until the faculty approves of the proposed role and responsibility within that course.

(c) After being approved to teach a UW course, teachers must complete a program orientation and attend discipline-specific training in order to obtain active status in the UWHS program and be eligible to teach teaching the UW course. If a teacher is not able to attend a training due to religious observance, the teacher should email the UWHS office to request a make-up training. To remain active with the program, teachers are required to attend discipline-specific training at UW at least every other year and teach a UW course with students registered for UW credit at least once every three years. If a teacher does not meet these expectations, the teacher would be made inactive with the program and need to re-apply when that course is next open for teacher applications.

(d) If a Teacher must take a leave of absence from teaching the UW course for longer than two weeks, or there is a change in which teacher is offering the UW course, the District must contact the UWHS office as soon as that information is known. The District is responsible for locating a qualified substitute teacher who meets the UW standards for teaching the course. While the goal is to ensure continuity of the UW credit offering, UWHS reserves the right to cancel the UW course for UW credit if the academic integrity of the course will not be maintained to UW standards.

(e) Teachers must communicate with the UWHS liaison assigned to their UW course to arrange and host a course observation. Course observation and review of class materials by UW faculty may occur in-person at the school or through web conferencing or other online methods. After the observation, the UWHS observation report written by the UWHS liaison will be shared with the Teacher.

(f) District is responsible for payment of Teacher salary and benefits as well as additional payment for UWHS administrative duties and training attendance, from the UW payment to district outlined below. District will expend the total amount generated through UWHS activities in pay to the outlined teachers, minus any applicable payroll benefits and taxes.

2.5 Payment to District for Teachers. UW will pay $450.00 per course for the Teachers for handling non-instructional program requirements (e.g. UW grade submission, student evaluations) as well as $225.00 (in-person participation) or $175.00 (virtual participation) per day for teachers to attend UWHS discipline-specific training. UW will provide information on courses and training provided during the Agreement term to the District on or before June 30, 2025, and the District will submit an invoice to UW for payment.

2.6 Maximum Enrollment. Total enrollment in any section of a course should not exceed 32 students. In accordance with UW policies for the following courses as taught on the UW campus, schools must make all reasonable attempts

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to not exceed these class sizes: Biology (24 students), Chinese (22), English (23), French (24), German (25), Japanese (22), and Spanish (25).

2.7 Maximum Number of English Sections. Maximum Number of English Sections. For UW English courses, it is recommended that UWHS instructors teach no more than two sections of UW English per semester or three sections for year-long courses with each section capped at 23. It is required that UWHS instructors teach no more than three sections of UW English for semester-long or year-long courses, provided that the combined total number of students across the UWHS sections does not exceed 80. No section should exceed 32. These numbers include all students in the course, whether or not registered for UW credit. These limits on teaching load help ensure that UWHS teachers can meet the demanding time requirements to deliver these UW courses to their students. Schools may petition for a rare exception by describing circumstances and extra support that will be provided for teachers (such as time off for grading). School/District should email uwhs@uw.edu if a petition is necessary.

2.8 Course Materials. UWHS will provide Teachers with tests, quizzes, and other materials routinely provided to instructors of the course on the UW campus. Specific to the UW course(s) they teach, teachers will use UW syllabi, texts, quizzes, tests, grading procedures and scales, and any other curricular materials as required by the appropriate UW departments. It will be the responsibility of the District or the individual students to purchase any texts or course materials that are required for specific UW courses. District can confirm with UWHS any required texts or course materials for the courses offered in the District.

2.9 Course Syllabus. The teacher is required to develop their UW course syllabus, which is the official syllabus for the course in the high school, using a syllabus template provided by UWHS. The teacher is to submit their UW syllabus (and lab sequence, if required for any lab-based UW courses) to the UWHS office at least one week before the UW course begins. The UW syllabi are reviewed and approved by UW faculty overseeing the courses. The UW syllabus is to be distributed by the teacher in the beginning of the course to all students, whether or not students intend to register for UW credit.

2.10 Disability Accommodations. For UW-registered students, any accommodations that have been approved at the high school must also be approved by the UW Disability Services Office. To make an accommodation request or obtain more information, students, parents, or school staff must contact the UW Disability Services Office. The UWHS office can provide details on this process.

2.11 UWHS Liaisons. UWHS will provide liaisons, appointed by the sponsoring UW academic departments, to visit the courses in-person in the school and/or virtually, as well as to work with the teachers during the school year. These liaisons will have completed state and national background checks prior to visiting classrooms in the District.

2.12 Guest Speakers. On occasion and by request from the School/Teacher, additional guest speakers from UW may visit the School. The School is responsible for advising the guest speaker of any security or screening requirements prior to their school visit.

2.13 Course Evaluation. For every UW course, Teachers will assist in informing students about the online UW end-of-course evaluations, which are to be completed by students registered for UW credit. The evaluation results will be shared with the appropriate UW academic department and the Teacher.

2.14 Grades. Upon completion of courses, teachers will use the UW grade scale and UW grade policies to submit to the UW a numerical grade on the 4.0 scale for each student registered for UW credit. These are UW grades and must be calculated and reported solely in accordance with UW policy, independent of any school or district grade policies regarding high school grades reported for these UW courses on the high school transcripts. Should the District not adhere to these grading requirements for the UW grade, UW will cancel the course for UW credit and refund all student fees that were paid; no UW credit will be granted for the course. The UW grade and the high school grade that a student earns may not necessarily be equal, as these two grades may be calculated differently.

2.15 UW Credit. To comply with UW regulations governing the issuance of credit, students registering for UW credit will spend a minimum of 50 hours in the classroom and 100 hours doing outside homework for any five-credit course. These requirements are scaled for courses with fewer credits: 10 hours in the classroom and 20 hours doing outside homework per UW credit.

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2.16 UW Transcript. Registered students establish an official and permanent UW transcript. The student's final grade or course status and any earned UW credits will be recorded on their UW transcript. Transfer of these credits will be determined by the college or university to which the student matriculates. Students are responsible for communicating with prospective institutions about transfer of UW credits.

2.17 High School Transcript and Credit. District is responsible for all matters related to the high school credit and transcripts, including using UW course titles and the "College in the High School" course designation code (C), per Washington "College in the High School" rules and OSPI guidelines, for all students in the course, regardless of whether or not they are registered to earn UW credit. Per WAC 392-725, college courses are to be transcribed with the conversion rate of 5 quarter credits resulting in 1.0 high school credit, regardless of duration of course in the high school or whether or not a student registers to earn college credit.

2.18 Campus visits. If a School brings groups of students to the UW campus, supervision of those students is the School's responsibility.

2.19 Data Sharing. Upon request, District and UW may share and compare lists of their UWHS students for each course. Student data typically includes Student name, UW course(s), final UW grade(s), and UW credits earned or as otherwise agreed to between the Parties. For student data subject to FERPA, District and UW will be considered a "school official" with a "legitimate educational interest," as those terms are used in FERPA and its implementing regulations with respect to the other party's student data. Each party's use of the other party's student data will comply with FERPA and other state and federal laws regarding confidentiality and will be protected with the same care that the protecting party uses to protect its own student data, and in accordance with WA state data protection policies. In the event of an unauthorized disclosure of student data, the party in breach will a) promptly notify the other party of the unauthorized disclosure and take any requested actions to minimize the breach, and b) indemnify the other party against any and all costs related to the unauthorized disclosure of information, including the costs of any notification campaign required under WA State law. In addition to the data sharing anticipated in this section, and in accordance with the requirements of RCW 39.34.240, the Controller to Controller Data Processing Agreement, attached as Exhibit B is incorporated by reference into this Agreement`.

2.20 Student Registration. A student in a UW course in the high school has the option to register with UW to earn UW credit. Each student registers individually with UW. This process generates a UW student identification number and UW transcript, and the UW course code and title, UW grade, and number of earned credits will be added to the student's UW transcript. The deadlines for students to register with UW will be posted on the UWHS website and highlighted in student registration materials distributed to students by the Teacher in the beginning of the UW course. After the UW registration deadline, students will not be permitted to register for UW credit, but can submit a late registration petition to UWHS within two weeks of the deadline. Late registration petitions are approved only for extenuating circumstances that prevented the student from registering by the deadline.

2.21 No Fee to Register. Students registering with UW are not charged and do not pay any fees to UW.

3. Program Administrators

3.1 UW Program Administrator. The UW Program Administrator for all issues related to UW's role in the delivery of the Program under this Agreement shall be:

Name: Tim Stetter

Title: Director, UW in the High School

Address: University of Washington, Box 359485, Seattle, WA 98195-3600

Telephone: 206-221-6223

E-mail: stetter@uw.edu

3.2 District Program Administrator. The District Program Administrator responsible for all issues related to District's role in the delivery of the Program under this Agreement shall be:

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Superintendent Name: Brian Lowney

Title: Superintendent

School District Address: 516 176th St E, Spanaway, Washington 98387

Telephone: (253)800-6010

E-mail: superintendent@bethelsd.org

4. Intellectual Property

4.1 Ownership and Control. UW owns or controls all intellectual property related to the Program and the UW courses.

4.2 No Transfer of Ownership. The Parties will not, by performance under this Agreement, obtain any ownership interest in copyright, trademark rights or any other proprietary rights or information of the other Party, its officers, inventors, employees, students, or agents.

5. Representation and Risk

5.1 Right to Enter Agreement. Each Party represents that it has the right to accept its respective obligations as set forth in this Agreement.

5.2 No Third-Party Obligations. Each Party represents, to the best of its knowledge, that it is under no obligation to any third party which could interfere with its own ability to enter into or perform its obligations under this Agreement.

5.3 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement will be deemed to create any association, partnership, joint venture, employment relationship, or agency relationship between District and UW with respect to the UW Program or otherwise.

5.4 Indemnification. The Parties agree to defend, indemnify, and hold each other harmless from and against any loss, claim, or damage arising from the negligent acts or omissions of their respective officers, employees, students, agents, or authorized subcontractor(s) in the performance of their duties under this Agreement. This indemnification clause will survive the expiration or termination of this Agreement.

6. Term & Termination

6.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue until September 30, 2025, unless sooner terminated in accordance with the provisions set forth in this Agreement.

6.2 Termination for Cause. If for any cause, one Party (the "Responsible Party") does not fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms and conditions herein, the other Party (the "Aggrieved Party") will give the Responsible Party written notice of such failure or violation. The Responsible Party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the Aggrieved Party to the other.

7. General

7.1 Severability. If any provision of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be in any way affected or impaired thereby.

7.2 Waiver of Breach. No omission or delay of either Party hereto in requiring due and punctual fulfillment of the obligations of the other Party hereto will be deemed to constitute a waiver by such Party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder.

7.3 Amendments. No amendment or modification hereof will be valid or binding upon the Parties unless it is made in writing, cites this Agreement, and is signed by duly authorized representatives of the Parties.

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7.4 Exhibits. The Parties agree and acknowledge that all Exhibits referred to in this Agreement are incorporated in this Agreement by reference.

7.5 Assignment. This Agreement and the rights and benefits conferred by each Party upon the other Party hereunder may not be assigned, delegated, or transferred by either Party.

7.6 Force Majeure. In the event either Party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires, or any other cause whatsoever beyond the reasonable control of the non-performing Party, the non-performing Party will be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.

7.7 Headings. The headings of several sections of this Agreement are inserted for convenience and reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

7.8 Entire Understanding. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter of this Agreement.

7.9 Conflict Resolution. In the event of a dispute between the parties relating to the terms and conditions of this Agreement or the performance of the parties hereunder, the Parties shall first attempt to resolve the dispute by initiating a discussion in good faith between the contacts listed in Section 4. In the event the Parties are unable to resolve any such dispute within fifteen (15) business days (or other such time period to which both Parties agree), then the Parties shall seek to resolve the dispute by a Dispute Board as follows: The Parties to this Agreement shall each appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties. As an alternative to this process, either of the Parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

7.10 Notices. Any notice or other communication required or permitted to be given by either Party shall be deemed to have been properly given and delivered, if delivered in writing to the respective parties and addresses set forth in Section 3, or to such other address as either party shall designate by written notice given to the other Party, on the dates as follows: (i) two business days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one business day after being sent via reputable nationwide overnight courier service guaranteeing next business day delivery, (iii) three business days after deposit in the United States Postal Service if sent by first class mail, properly addressed; or (iv) immediately after being sent by facsimile transmission and confirmed by prompt delivery of the hardcopy original.

IN WITNESS WHEREOF, UW and District have executed this Agreement, by their respective duly authorized officers, on the dates indicated below.

Signature of UW:

By: R F. B III

Rovy F. Branon, III, Vice Provost

University of Washington Continuum College

Date: August 1, 2024

Signature of District:

By: Brian M. Lowney

Brian Lowney, Superintendent

Bethel SD

Date: 8/14/24

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Exhibit: A UWHS Program

OFFERED COURSE(S)

Bethel School District

Bethel High School

UW Dept Name	Course	Term	Teacher
Biology	BIOL 100	Autumn 2024	Ashley Blake

Graham-Kapowsin High School

UW Dept Name	Course	Term	Teacher
Biology	BIOL 100	Autumn 2024	Joanna Stewart

Spanaway Lake High School

UW Dept Name	Course	Term	Teacher
Biology	BIOL 100	Autumn 2024	Karly McKee Weishaar

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Exhibit B

CONTROLLER TO CONTROLLER DATA PROCESSING AGREEMENT

A. INTRODUCTION, PARTIES, AND EFFECTIVE DATE

This Controller to Controller Data Processing Agreement (the "CCDPA") is hereby incorporated into and amends the Local Agreement (the "Agreement") between the UW and the District (each a "Party" and together the "Parties") as of the Effective Date of the Local Agreement. The Parties agree as follows:

B. DEFINITIONS

1. "Controller" refers to a person or entity that determines the purpose and means for Data Processing. For the purpose of this agreement both entities are controllers.
2. "Data Processing" means any operation(s) performed on Personal Data, whether or not by automated means, such as collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, access, use, disclosure by transmission, dissemination, combination, restriction or destruction.
3. "Data Request" means a request to exercise rights available under any applicable privacy or data protection related law with respect to Personal Data.
4. "Processor" refers to a person or entity that performs Data Processing on behalf of a Controller.
5. "Personal Data" means any records or information relating to an identified or identifiable natural person, such as name, identification number, location data, online identifiers, or factor(s) specific to physical, physiological, genetic, mental, economic, cultural, or social identity or characteristics, or records or information identified as personally identifiable data (or a similar term) by any applicable law, that:
   a. Is created, received, or maintained by one Party and transmitted to, accessed by, or otherwise made available to the other Party ("Personal Data Recipient") in connection with the Personal Data Recipient's Data Processing.
   b. Is appended to, aggregated with, or associated with any Personal Data by a Party in connection with that Party's Data Processing.

Notwithstanding the foregoing, Personal Data does not include data relating to the Parties' or Processor's personnel or personal data that is acquired from non-UW sources and is processed by the Personal Data Recipient not in association with the Data Processing described in this CCDPA and the Local Agreement

C. STANDARD OF CARE

1. The Parties represent and warrant that any Data Processing shall be by personnel who (a) are obligated to maintain confidentiality under applicable law or job expectations, and (b) are sufficiently trained and experienced to use reasonable care commensurate with state of the art professional practices to comply with the obligations in this CCDPA.
2. The Parties shall ensure that there are appropriate personnel vetting processes, and appropriate policies and/or controls over activities as necessary to safeguard Personal Data per this CCDPA and applicable law.
3. Prior to the disclosure of Personal Data to, or the commencement of Data Processing by any Processor, the disclosing Party shall cause each Processor to execute an agreement with the Party that includes terms and conditions which establish at least the same level of protection for Personal Data as those set out in this CCDPA and applicable law.

D. PURPOSE AND LIMITS OF DATA PROCESSING

1. Section 2.19 of the Local Agreement sets forth certain information relating to the Data Processing. The Personal Data Recipients will engage in Data Processing for the purpose described in the Local Agreement (the "Purpose").
2. When the Parties reasonably deem necessary to meet their own requirements or obligations, the Parties may, by mutual agreement, amend the data elements listed in Section 2.19 of the Local Agreement and/or the Purpose, or

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retain in their records a written agreement or email indicating mutual agreement to provide the additional data and/or expand the Purpose.

E. NON-DISCLOSURE AND DATA REQUESTS

1. If a Party receives any subpoena, discovery request, court order, or other legal request or order that calls for disclosure of any Personal Data, then the Party receiving such shall promptly notify the other Party unless specifically prohibited by law from doing so. To the extent possible, the Party's notification shall give the other Party sufficient time to object to the disclosure, obtain a protective order, or otherwise protect Personal Data by limiting disclosure. Any disclosure pursuant to this section shall be limited to the minimum disclosure required by law.
2. Each Party shall be exclusively responsible for promptly responding to all Data Requests related to Personal Data. Each Party shall implement the necessary technical and/or organizational measures to ensure that Data Requests are addressed as contemplated by applicable law.
3. If a Party receives a Data Request involving Personal Data that is exclusively related to the data processing of the other Party, the receiving Party shall promptly refer the individual who submitted the Data Request to the other Party.

F. COMPLIANCE AND DATA TRANSFERS

1. The Parties shall conduct all Data Processing in accordance with any and all applicable statutes, regulations, rules, standards and orders of any official body with jurisdiction that relates to their own Data Processing. Applicable statutes, regulations, rules, or orders may include, but are not necessarily limited to:
   a. The Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g; 34 CFR Part 99;
   b. The Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq.; and/or the Washington Health Care Information Act, Ch. 70.02 RCW; and
   c. European Union General Protection Data Regulation ("GDPR"), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. With respect to GDPR and the Data Processing contemplated by the Agreement and this CCDPA:
      i. The parties are independent controllers and shall separately determine the means and purpose of their own Data Processing.
      ii. The subject matter of the Data Processing is defined in the Local Agreement; and
      iii. Each Party shall provide the other Party with assistance and information required for compliance with GDPR, to the extent applicable, as it relates to the Data Processing.
2. For Data Processing that involves transfers of Personal Data from the European Economic Area, Switzerland, or the United Kingdom to a country that does not ensure an adequate level of data protection (including, but not limited to, the United States) within the meaning of the applicable laws of the foregoing territories, the Standard Contractual Clauses Module Four (accessible at https://privacy.uw.edu/design/agreements/dpa/#scc) shall govern such transfers.

G. SAFEGUARDING DATA

1. Taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of the Data Processing, the likelihood and potential severity of risks to the rights and freedoms of natural persons, and the risk of data breach, the Parties represent and warrant that it shall implement technical, physical, and administrative security measures appropriate to such risks, which may include, but are not necessarily limited to:
   a. The de-identification, anonymization, pseudonymization, and encryption of Personal Data;
   b. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems, facilities, and services;
   c. The ability to restore the availability of and access to Personal Data in a timely manner in the event of a physical or technical incident; and

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d. A process for regularly testing, assessing, and evaluating the effectiveness of technical, physical, and administrative measures for ensuring the security of the Data Processing.

2. The Parties' measures for protecting Personal Data shall be based on the concepts of privacy by design and by default.

H. RETENTION OF PERSONAL DATA UPON TERMINATION OR FULFILLMENT OF PURPOSE

Personal Data shall be retained by the Parties no longer than the expiration or termination of the Agreement or fulfillment of the Data Processing described in the Local Agreement, or as otherwise required by law.

I. GENERAL TERMS

1. SURVIVAL AND ORDER OF PRECEDENCE. This CCDPA shall survive the expiration or earlier termination of the Agreement. In the event the provisions of this CCDPA conflict with any provision of the Agreement, or the Personal Data Recipient's warranties, support agreement, or service level agreement, the provisions of this CCDPA shall prevail.
2. SEVERABILITY. If any provision of this CCDPA is found to be unenforceable, the remainder of the Agreement and this CCDPA shall remain in effect.
3. HEADINGS FOR CONVENIENCE ONLY. Any and all subject headings are not substantive and are for convenience only.
4. NOTICES. Any notices or communications required or permitted to be given by this CCDPA must be (a) given in writing, and (b) personally delivered; mailed by prepaid, certified mail, or overnight courier; or transmitted by electronic mail (including PDF) with receipt acknowledged, to the party to whom such notice or communication is directed as noted in Section 3 of the Local Agreement, or to the mailing address or regularly monitored electronic email address of such party.