



DATA SHARING & CONFIDENTIALITY AGREEMENT

This Data Sharing and Confidentiality Agreement (the “Agreement”) is made between **i3.works** (“i3.works”) and **Red Wing Public Schools Independent School District 256** (“District”). The District and i3.works will be collectively referred to as the “Parties.”

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “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 the District (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.
- B. The District owns and retains all rights, title, and interest to, or has appropriate possessory rights in the Data. i3.works makes no claim of license, title, or ownership to or in the Data.
- C. All Data accessed or used by i3.works shall at all times be treated as private and confidential by i3.works and shall not be copied, used, or disclosed by i3.works for any purpose not related to providing services to the District. As outlined in more detail below, i3.works recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and District Policies, and i3.works agrees to comply with said restrictions.

2. PURPOSE, SCOPE AND DURATION.

- A. For i3.works to provide services to the District, it may become necessary for the District to share certain Data related to the District’s students, employees, business practices, and/or intellectual property.
- B. The i3.works hereby recognizes that during the course of performance of its duties under this Agreement, it may receive, acquire, have access to, or be exposed to “Government Data” as that term is used in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (“MGDPA”) and “Educational Records” as that term is used in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g. The i3.works hereby agrees that it must meet the requirements of the MGDPA as a contracting party under Minnesota Statutes, section 13.05, subdivision 6. The i3.works agrees that it will collect, distribute, publish, maintain, and store any Government Data only in accordance with the

provisions of the MGDPA and FERPA. The i3.works's obligation under this paragraph survives the termination of this Agreement.

- C. The i3.works further agrees to treat all private and confidential data that comes into its possession in accordance with the MGDPA and FERPA and agrees not to disclose such information to their employees, contractors, and other agents during and after the provision of services. The i3.works shall ensure that all of its employees, contractors, and other agents are aware of these requirements regarding private and confidential data.
 - D. As set forth in more detail below, the Parties agree that i3.works is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because i3.works: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District 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.
 - E. The Parties expect and anticipate that i3.works may receive personally identifiable information in education records from the District only as an incident of service or training that i3.works provides to the District pursuant to this Agreement. i3.works shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. i3.works 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.
 - F. i3.works has provided or will provide training on the federal and state laws governing data privacy and confidentiality of Data for any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who will have access to Data, prior to their receiving access.
 - G. This Agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that i3.works provides services to the District. i3.works agrees to use said Data solely for the purposes of providing services to the District.
 - H. At the conclusion of this Agreement i3.works agrees to destroy or transfer to the District under the direction of the District all Data relating to the District, its students, and its employees that i3.works may have in its possession or in the possession of any subcontractors or agents to which the i3.works may have transferred Data.
3. DATA COLLECTION.
- A. i3.works will only collect Data necessary to fulfill its duties as outlined in this Agreement.
4. DATA USE.

- A. i3.works will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
5. DATA DE-IDENTIFICATION.
- A. i3.works 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, i3.works 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. i3.works shall not use any Data to advertise or market to students, their parents, or District employees or officials.
 - B. i3.works shall not sell Data nor use or disclose it for any marketing or commercial purpose of facilitating its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
7. DATA MINING.
- A. i3.works is prohibited from mining Data for any purposes other than those agreed in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data 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.
8. DATA SHARING.
- A. i3.works 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 the District.
 - B. In the event any person(s) seeks to access any Data beyond the access that is provided to i3.works's employees for purposes of providing services to the District under this Agreement, i3.works will immediately inform the District of such request in writing unless expressly prohibited by law or judicial order. The District will respond to all requests for Data received by i3.works; i3.works will not respond in any way to such requests for Data. i3.works shall only retrieve requested Data upon receipt of, and in accordance with, written directions by the District and shall only provide such Data to the District without express written consent from the District.
 - C. Should i3.works receive a court order or lawfully issued subpoena seeking the release of such Data or information, i3.works shall immediately provide notification in writing to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District 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. i3.works will ensure that all Data in its possession and in the possession of any subcontractors or agents to which the i3.works may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for the specified purpose.

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 the District, and has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give i3.works 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 Data held by i3.works will be made available to the District immediately upon request by the District.

12. SECURITY CONTROLS.

- A. i3.works shall store, process, and transmit Data in accordance with industry best practices. This includes appropriate administrative, physical, encryption, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- B. i3.works shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- C. i3.works shall also have a written incident response plan, which shall include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data in i3.works' possession. i3.works agrees to share its incident response plan upon request.

13. NOTIFICATION OF AMENDMENTS TO POLICIES.

- A. i3.works 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 the District.
- B. i3.works shall provide notice to the District 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. The District may terminate the Agreement with i3.works upon notification of the amendment to such terms.

14. NOTIFICATION OF DATA BREACH.

- A. When i3.works becomes aware of a disclosure or security breach concerning any

Data covered by this Agreement, i3.works shall immediately notify the District 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 the District's discretion, result in the District immediately terminating this Agreement and refusing to enter into a contract with i3.works or otherwise allow i3.works 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 the District shares Data with i3.works, this Agreement and such underlying agreement(s) may be terminated by the District if i3.works fails to cure such breach within thirty (30) days of receiving written notice from the District 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. i3.works agrees to hold harmless, defend, and indemnify the District and its officers, agents, subcontractors, and employees, from and against all claims, damages, including actual damages, and punitive damages, losses, and expenses, including attorneys' fees arising out of or in the course of, its provision of the Services and from all causes of action and suits against the District cause in whole or in part by the negligence or intentional acts, or omissions, of the i3.works, the officers, agents, subcontractors, and employees of the i3.works including, but not limited to, any actions related to compliance with the MGDPA and FERPA.

16. TERMINATION

- A. The District may terminate this agreement at any time at its discretion upon written notification to i3.works. If the District terminates the Agreement, or if i3.works ceases to perform services for the District that require access to Data, i3.works shall return to the District all Data delivered to it or collected during the course of the Agreement. Further, i3.works shall certify to the District in writing within five (5) business days that all copies of the Data stored in any manner by i3.works have been returned to the District and permanently erased or destroyed using industry best practices to ensure 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. This document states the entire agreement between i3.works and the District 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 Minnesota. Venue shall lie in Goodhue County, Minnesota, for any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

i3.works

DATE: _____

By: _____

Kevin Anderson

Its: Partner

Independent School District, No. 256

DATE: _____

By: _____

Its: Chair

DATE: _____

By: _____

Its: Clerk