

STANDARD STUDENT DATA PRIVACY AGREEMENT

TX-NDPA v1r6

School District or LEA

Ector County ISD

and

Provider

Hanover Research

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

Ector County ISD , located at 802 N. Sam Houston (the “**Local Education Agency**” or “**LEA**”) and
Odessa, TX 79761

Hanover Research , located at 4401 Wilson Blvd, 4th Floor (the “**Provider**”).
Arlington, VA 22203

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - ☐ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
 - ☐ If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit “E”** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Alicia Syverson Title: Associate Superintendent of Student & School Support

Address: 802 N. Sam Houston Ave., Odessa, TX 79761

Phone: 432-456-0008 Email: alicia.syverson@ectorcountyisd.org

The designated representative for the Provider for this DPA

is: Name: Meredith Melson Title: Managing Director

Address: 4401 Wilson Blvd. 9th Floor, Arlington, VA 22203

Phone: 202-559-0049 Email: mmelson@hanoverresearch.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA:

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

Provider:

By: _____ Date: 10/25/2022

Printed Name: Meredith Melson Title/Position: Managing Director

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted StudentData.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.
5. LEA acknowledges that any information supplied to Provider is accurate to the fullest extent possible and that Provider relies upon the accuracy of the information supplied by LEA.
6. LEA warrants that the collection, processing, use, sharing, and storage of any information provided to Provider or collected or provided by Provider regarding children under 18 years old complies with all applicable international, federal, and state laws regarding minor and student privacy, including but not limited to any restrictions on the use of personal information for all purposes set forth in the Client Services Agreement.

7. Provider's online services are not intended for children under 13 years old, and therefore, Provider directs its research exclusively to students over 13 years old. Provider relies upon LEA's representation that LEA will obtain parental consent for the sharing and use of information from any students who were under the age of 13 when Provider began its research services. LEA will obtain student consent for students over 18 or parental consent for the sharing and use of information from any student under 18 when federal, state or local laws require parental consent for the transfer of data.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been

given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**. Hanover retains the right to maintain a copy for archival purposes.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will, upon written request by the LEA, provide copies of all relevant documents pertaining to Provider's information security practices and complete any requested questionnaires. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any questions of the Provider and/or delivery of Services to students and/or LEA, but shall not be obligated to provide physical access to Provider's premises. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that

augment or are in addition to the Cybersecurity Framework in **Exhibit “F”**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA’s use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of “General Offer of Privacy Terms” (General Offer, attached hereto as **Exhibit “E”**), be bound by the terms of **Exhibit “E”** to any other LEA who signs the acceptance

on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between **Exhibit "H"**, the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO

THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Intentionally left blank. Separate Service Agreement signed on August 21, 2022.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input checked="" type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transcript data - Please specify:	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT “C”**DEFINITIONS**

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content: The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"**DIRECTIVE FOR DISPOSITION OF DATA**

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

☐ []

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

☐ []

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Provider

Date

EXHIBIT "E"**GENERAL OFFER OF PRIVACY TERMS****1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and [Ector County ISD] ("Originating LEA") which is dated [], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: _____

[NAME OF PROVIDER]

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **[Insert Name of Originating LEA]** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

EXHIBIT “F”

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

SEE APPENDIX “1”

EXHIBIT "G"**Supplemental SDPC State Terms for Texas**
Version 1.0

This **Exhibit "G"**, Supplemental SDPC State Terms for Texas ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between [Ector CountyISD] (the "Local Education Agency" or "LEA") and [Hanover Research] (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Covered Data.** All instances of "Student Data" should be replaced with "LEA Data". The protections provided within this DPA extend to all data provided to or collected by the Provider.
2. **Compliance with Texas Privacy Laws and Regulations.** In performing their respective obligations under the Agreement, the LEA and the Provider shall comply with all Texas laws and regulations pertaining to LEA data privacy and confidentiality, including but not limited to the Texas Education Code Chapter 32, and Texas Government Code Chapter 560.
3. **Modification to Article III, Section 2 of the DPA.** Article III, Section 2 of the DPA (Annual Notification of Rights.) is amended as follows:

~~**Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.~~

Consider Provider as School Official. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records received from the LEA pursuant to the DPA. For purposes of the Service Agreement and this DPA, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA 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 the education records received from the LEA.

4. **Modification to Article V, Section 4 of the DPA.** Article V, Section 4 of the DPA (Data Breach.) is amended with the following additions: (6) For purposes of defining an unauthorized disclosure or security breach, this definition specifically includes meanings assigned by Texas law, including applicable provisions in the Texas Education Code and Texas Business and Commerce Code. (7) The LEA may immediately terminate the Service Agreement if the LEA determines the Provider has breached a material term of this DPA. (8) The Provider's obligations shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

5. **Modification to Article VII, Section 4 of the DPA.** Article VI, Section 4 of the DPA (Annual Notification of Rights.) is amended as follows:

Entire Agreement. This DPA ~~and the Service Agreement~~ constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

6. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:
- a. Providing notification to the employees or parents of those students whose LEA Data was compromised and regulatory agencies or other entities as required by law or contract;
 - b. Providing credit monitoring to those employees or students whose LEA Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the employee's or student's credit or financial security;
 - c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the security breach; and
 - d. Providing any other notifications or fulfilling any other requirements adopted by the Texas State Board of Education, Texas Education Agency, or under other State or federal laws.
7. **No Exhibit E without unaltered DPA including Texas Addendum.** Any alterations are only allowed in **Exhibit "H"**. Any terms under **Exhibit "H"** do not apply to **Exhibit "E"** and render **Exhibit "E"** null and void.

EXHIBIT "H"

Additional Terms or Modifications

Version

LEA and Provider agree to the following additional terms and modifications:

None

SECURITY PROGRAM OVERVIEW

OBJECTIVE

The objective of Hanover Research ("Hanover") in the development and implementation of its comprehensive Information Security Program is to create and maintain reasonable administrative, technical and physical safeguards for the protection of information held by Hanover against accidental or intentional unauthorized modification, destruction, access, or disclosure, and to identify, assess and take steps to avoid or mitigate risks to company information assets.

GENERAL GOVERNANCE

The Chief Information Officer, and the Chief Executive Officer are responsible for managing and maintaining the security of all information assets.

Hanover's formal Information Security Program includes policies covering at least the following areas:

- Personnel Security
- Physical Security
- Network Security
- Server Systems Security
- Access Controls
- Cryptography Controls
- Workstation and Laptop Security
- Acceptable Use
- Back-up Procedures
- Data Safeguarding
- Security Breach Incident Response

All applicable policies and procedures are reviewed and updated as necessary at least once annually, or more frequently should our business practices change in a material way that requires changes to our information security policies and procedures.

SECURITY COMPONENTS

Audit

Hanover's IT staff performs internal audits on a quarterly basis and external network vulnerability scans once per month. Any identified issues are tracked according to severity and appropriate fixes are implemented as necessary. Customers may request additional external penetration tests and are responsible for the coordination of such testing and any associated costs.

Personnel Security

All employees, contractors, temporary workers and interns are required to adhere to Hanover's Information Security Program and all applicable company policies and procedures.

- Hanover Research conducts a mandatory company wide information and data security training once per year, and all new employees will receive information and data security training within their first month of employment.
- Where appropriate, Hanover performs relevant background checks on employees and interns.
- Procedures are in place to ensure that upon termination of any employee, contractor, temporary worker or intern, all equipment is returned and all access rights are revoked immediately.
- The IT Department will enable access to only those information resources necessary for each individual to perform their assigned job functions, and only with authorization from the CIO.

Physical Security of Data Processing Centers

Hanover maintains one primary data processing center located in Arlington VA (headquarters) and one colocation data center in Reston, VA. Physical access to facilities, data centers, systems, networks and data at Hanover will be limited to those authorized personnel who require access to perform assigned duties. In addition to access controls, physical safeguards will be deployed to protect sensitive systems and data from fire, theft or other hazard.

- All entrances to Hanover offices and data processing areas are secured and accessible by Hanover employees only.
- Access is restricted to authorized personnel and access privileges are granted and removed by the Chief Information Officer or his/her appointee.
- Access cards are required to access appropriate floors within headquarters.
- Access cards are required at headquarters to gain entry to the buildings outside of regular business hours, and the satellite offices are secured by double locked doors outside of regular business hours (8 am to 6 pm Monday through Friday).
- Physical access is monitored at headquarters with alarms, access logs, 24-hour security guards, CCTV and an electronic key card system.
- Access to Hanover's IT and server rooms is restricted to IT staff and authorized personnel only. Access logs are reviewed weekly.
- At headquarters, Hanover IT staff monitors power supply, HVAC, temperature and other environmental controls regularly.
- At headquarters, fire suppression systems are in place that meet or exceed city code for commercial spaces.
- LAN rooms are locked at all times and only authorized personnel have access rights. At headquarters, access is controlled by electronic key card controls. At the satellite offices, the LAN room is accessible with a physical key.
- Hanover's primary servers and core networking devices will continue operations on

an alternative power source for thirty minutes following a power failure.

Network Security

- Microsoft Windows Intune Endpoint Protection is used to monitor malware, health status, installed software and deploy patches.
- Hanover operates wireless networks. Access to the private network is encrypted using WPA2, AES, and TKIP. Employees must have a certificate installed on their computer in order to gain access to the private wireless network. Guests requiring Internet must connect to a segregated network with no access to company resources. Employee personal devices also connect to a logically separated wireless network.
- Hanover utilizes server event logs and other custom logs to capture and monitor server-based security events.
- Remote access is provided for regular employees through an SSL-VPN. Employees are authenticated against AD. Systems at headquarters are reachable via VPN with SSL using Microsoft Remote Desktop. Employees are prohibited from accessing the VPN from non-corporate machines.
- Access to corporate resources is further restricted based on job responsibilities.
- In certain limited situations in which having network access is essential to the performance of a job, temporary employees and interns may be provided VPN access through Hanover provided computer equipment. Access is not given to contractors and vendors except under special circumstances, which must be approved by Hanover.
- All changes to network devices are coordinated and approved by the CIO or his/her appointee who is responsible for discussing changes with direct reports and IT vendors, when necessary. The CEO also has the authority to request changes.
- Security configuration changes are typically triggered by cyber security alerts, audits, or scans.

Server Systems Security

Hanover utilizes Microsoft Windows Server 2008 R2, Free BSD, and Linux for all data storage and data processing that occurs on-premise, including client application systems.

- A small number of Hanover IT staff members are granted administrative access because it is required to carry out their duties. The access level of any additional IT staff will be determined on a case-by-case basis and access rights will be granted only as needed. Critical system privileged access is provided to limited individuals only via multi-factor authentication.
- Vulnerability scans are conducted multiple times per year.
- Updates and security patches are approved on an as-needed basis and reviewed by the IT staff prior to being downloaded and installed. Application security patches are installed immediately. Other updates are approved on a case-by-case basis.
- Hanover leverages a virtualized environment. Resource allocation and segmentation is done with VMware.

Workstation and Laptop Security

- Each user is assigned a unique identifier (User ID) for accessing company resources and the use of strong passwords to authenticate user identities is required.
- Members of the Domain and Enterprise Admin Group have administrative access to workstations.
- The BIOS setup program of every employee's laptop is locked down. The BIOS cannot be entered unless the operator has the administrator's password, which is not distributed to employees. In addition, the operator will not be able to log in to any Windows accounts to retrieve the laptop's data without a 4-digit pin.
- Employees are required to change their network passwords every 180 days.
- Device management is not outsourced to a third party.
- Employees are permitted to use their personal mobile devices in accordance with Hanover's BYOD Policy to connect to company networks, send and receive work email and to access additional electronic resources. Company data is logically segregated from the employee's personal data and encrypted.
- All end users are given local administrator privileges for their respective workstations. Only authorized software may be installed on workstations unless otherwise approved by the IT staff.
- All computers are encrypted with Microsoft BitLocker.
- All laptop computers are required to be secured with the use of a cable lock. IT staff with administrator privileges utilize Windows Intune client management services to deploy Windows patches, as Microsoft makes them available.
- Anti-virus software, Windows Intune Endpoint Protection, is installed on all end user PCs. Updated signature files are downloaded each day. The Windows Intune console provides multiple reports to the IT staff advising of infections and risk and the IT staff responds appropriately.

Back-up Procedure

Company and client data are stored on both on-premise and sub-processor systems. A list of sub-processors can be found further on in this document. The primary data processing center located at headquarters is set-up with full redundancy in mind.

- Client data on-premise (servers & workstations): Backups of clients' data stored on Company servers and workstations is backed up nightly to disk (servers) and daily to Carbonite (workstations), an SSAE 16 and HIPAA-compliant remote backup services provider. Files are synced to Carbonite's servers over AES 128-bit encryption and then transmitted over TLS. In addition, the same data is replicated to a mirrored server at our collation site in Reston, VA.
- Client data sub-processors: Hanover relies on several sub-processors to store both client and Company data. Hanover's vendor due-diligence includes evaluating the sub-processor's back-up and recovery procedures.

Research and Data Security

- Any materials, confidential or public, supplied by a client, are made available only to Hanover staff working on that client project, or to other Hanover staff with a legitimate business purpose to access the information, and such materials are also accessible by the IT staff.
- Confidential materials supplied by a client¹ are sent to Hanover via email and/or via secure SharePoint site, hosted by Microsoft. This data may be downloaded and stored on Hanover's secure on-premise servers or workstations as well as the Customer Portal, hosted by Salesforce.com.
- Hanover staff will not print documents whenever possible and all printed material that is confidential will be shredded once the project is complete or the materials are no longer needed.
- Hard copy materials will be securely stored until a project is complete. Upon completion clients may request that materials be returned (at their expense) or they will be securely destroyed.
- All electronic data will continue to be securely stored by Hanover once a project is complete, unless the commissioning client requests that the data be returned or securely destroyed.
- The details of individual projects will not be discussed with other clients without the consent of the commissioning client.
- Subject to contractual restrictions, Hanover reserves the right to syndicate certain reports that it determines in its sole discretion are general in nature and that do not reveal the identity of the commissioning client
- Hanover may use third party service providers for the storage of confidential and other information; for example, completed custom reports may be uploaded to a client's online portal, which is hosted by Salesforce.com. Employees and clients log into the portal using unique usernames and passwords. Each session is encrypted with SSL. Salesforce.com is a SSAE 16 SOC-1 Type II services provider.

Security Incident Response

In the event Hanover's information systems are compromised, we will notify affected clients in accordance with our Security Breach Incident Response Policy or our contractual relationship, or as otherwise required by law. In all cases where notification to a client is required, Hanover will provide notification within a reasonable time period following discovery of the incident. All incidents will be investigated and handled on a case-by-case basis, as determined by Hanover in its sole discretion.

List of Sub-Processors

Hanover uses the following third-party sub-processor to store, access, modify, and process both client and Company data:

- Microsoft
- Salesforce.com
- Qualtrics

- SurveyGizmo
- Carbonite
- MarketSight
- Paylocity
- PerformYard
- Igloo
- HubSpot
- CATS
- Amazon Web Services

Last Updated: March 15, 2019

ⁱ Confidential materials supplied by a client may include any non-public information about any of the company's clients or potential clients including, but not limited to, names of clients or potential clients; proposals; bids; contracts; the type, quantity and specifications of products and services purchased or received by clients or potential clients; any data provided by clients or potential clients; any information relating to proprietary rights; discoveries, inventions, techniques, improvements, ideas, processes, designs, developments, methods, production data, technical data, and information regarding acquiring, protecting, enforcing and licensing proprietary rights; personnel information; manner and methods of conducting business; bid proposals; contracts; marketing and development plans; purchasing, price and cost data; price and fee amounts; pricing, quoting, billing and marketing strategies and methods; forecasts and forecasting strategies and methods; financial data, plans and projections; business and operational plans; vendor names and other vendor information; and internal services and manuals.