


**OPTIONAL EXHIBIT "A" GENERAL
OFFER OF PRIVACY TERMS**

1. Offer of Terms Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district ("Subscribing LEA") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the next page for the Subscribing LEA. 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 provide by 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 statues; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

Provider's Name: [Voyager Sopris Learning, Inc.](#)

BY:  _____ Date: 11/23/2020

Printed Name:

[Amy Otis](#)

Title/Position:

[Vice President, Bids and Contracts](#)

2. Subscribing LEA (Local Education Agency)

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's individual information is contained on the next page.

Clarifications to Montana Data Privacy Agreement

In reference to Great Falls School District 1A's Montana Data Privacy Agreement, Voyager Sopris Learning, Inc. makes the following clarifications:

Intellectual Property

"V. WORK PRODUCT – OWNERSHIP:

Unless otherwise noted in this agreement, all work product completed in whole or in part under this Agreement, including but not limited to records, reports, documents, pleadings, exhibits and other materials related to this Agreement and/or obtained or prepared by, or supplied to Contractor in connection with the performance of the services contracted for herein shall be confidential, shall not be discussed or otherwise disseminated by Contractor without the authorization of District, and shall remain the exclusive property of District. Contractor shall return all such work product to District upon termination or expiration of this Agreement. Contractor further agrees to supply a copy of all documents prepared or maintained in an electronic format to District in such electronic format. "

Voyager Sopris Learning, Inc. makes the following clarification:

District or State agency acknowledges that the materials provided by Contractor under this Contract, patent rights (including patent applications and disclosures), rights of priority, mask work rights, copyrights, trademarks, moral rights, trade secrets, know-how and any other form of intellectual property rights whether or not filed perfected, registered or recorded and whether now or hereafter existing, filed, issued, or acquired, methods of operation, processes, source code are owned exclusively by Contractor unless the development of the aforementioned intellectual property rights are developed by the Contractor for the District under the terms of this agreement and are not previously existing.