

# Montana Data Privacy Agreement

For use with vendors providing student record management services and online applications utilized to deliver services to students.

*This agreement assists Montana public school districts in complying with the Montana Pupil Online Personal Information Protection Act. The agreement, if executed, will constitute a legally binding contract between the district and the vendor. As with any legal contract, school districts should consult with legal counsel prior to execution to ensure the provisions comply with Montana student privacy laws, reflect the terms the district has agreed upon, and protects the school district's interests. If the vendor or the school district have requested changes to this agreement, those amendments should be reviewed by legal counsel. Legal assistance is available from the Montana School Boards Association at (406)442-2180.*

## I. PARTIES:

The parties to this Agreement are the Absarokee School District (hereinafter "District") and Kahoot! AS (hereinafter "Contractor" or "Contractor").

## II. PURPOSE:

District retains Contractor to provide the following services on behalf of the District: Provide technology services, including cloud-based services, for the digital storage, management, and retrieval of pupil records; provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records in accordance with the provisions of this contract. Contractor shall be free from control and direction over the performance of the services, both under this Agreement and in fact. Except as limited herein, Contractor shall have and exercise full professional discretion as to the details of performance.

## III. TERM OF AGREEMENT, NO GUARANTEE OF WORK, NON-

**EXCLUSIVITY:** This Agreement shall begin on the date of signature and shall run for \_\_\_\_\_ years and shall expire on \_\_\_\_\_, 20\_\_\_\_, unless terminated earlier by mutual agreement of the parties. This Agreement shall not be construed as any guarantee of work or assignments to Contractor. Contractor shall be contacted on an "as-needed" basis by District, with no obligation by District to use Contractor for any specified number of projects. Contractor shall have no expectation of renewal of this Agreement and shall not be entitled to continue to contract with or perform services for the District beyond the expiration of this Agreement. This Agreement is non-exclusive, meaning that both Contractor and District may contract with any other party for the procurement or provision of services without interference.

The Subscribing LEA and the Provider Kahoot! shall therefore be bound by the same terms of this DPA

By: Kelly Veis

Printed Name: Kelly Veis

Date: 2023-11-30

Title/Position: IT

SCHOOL DISTRICT NAME: Havre H S

**DESIGNATED REPRESENTATIVE OF LEA**

Name: Kelly Veis

Title: IT

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COUNTY OF LEA: Montana