

DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is made between Going Merry Inc. (“Provider”) and Lake Park High School District 108 (the “District”). The District and Provider are collectively referred to as the “Parties.”

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “Data” shall mean all student data, metadata, user content, course content, materials, and any and all data and information relating to the District, its business and educational practices, its intellectual property, or data relating to any of its employees, directly or indirectly provided by the District, or any end user(s) or contractor thereof, to or collected by Provider. “Data” specifically includes all personally identifiable information in education records, directory data, and other non-public information. The District shall not be obligated to provide any Data except as expressly stated on Exhibit “A”, attached hereto and incorporated. “Services” shall mean the services Provider will provide to or for the benefit of the District.
- B. The District owns and retains all rights, title, and interest to, or has appropriate possessory rights in, Data. Provider makes no claim of license, title, or ownership to or in the Data.
- C. All Data shall at all times be treated as confidential by Provider and shall not be copied, mined, stored, or used by Provider for any purpose not related to providing the Services to or for the District. The Data shall not be disclosed by Provider to any third party except as provided by law and with the express, specific prior written consent of the District. As outlined in more detail below, Provider acknowledges that personally identifiable information is protected against disclosure by applicable Federal and state statutes and regulations, and Provider agrees to comply with said statutes and regulations.
- D. **The Data is being provided and/or collected on an AS IS basis and the District does not make and Provider does not rely upon, any express or implied representation, warranty or guarantee as to the accuracy or completeness thereof.**

2. PURPOSE, SCOPE, AND DURATION.

- A. For Provider to provide the 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 Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)) (“FERPA”), which federal law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. The Parties agree the Data is being provided to and/or collected as part of the Services performed by Provider on behalf of the District, and Provider agrees not to permit identification of parents and students by individuals other than representatives that have legitimate interests in the information. Provider is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because Provider: (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.

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- C. The Parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of the Services. Provider shall be permitted to use any such personally identifiable information in education records as a function of performing the Services. Provider represents it shall not use or further disclose any personally identifiable information in education records other than as a function of performing the Services.
 - D. This Agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides the Services.
 - E. At the conclusion of this Agreement and if and when the Data is no longer needed or to be retained regarding the Services, Provider agrees, at its expense, to promptly destroy or transfer to the District all Data that Provider may have in its possession. Provider will confirm in writing to the District when such action has been completed.
 - F. Provider shall comply with all applicable laws in performance of the Services and in collection, use, maintenance, disclosure, or other handling of the Data, all consistent with the Contract, and shall impose by contract the requirements described in this Agreement to all contractors (if authorized) used by Provider for performance of Services.
3. DATA COLLECTION. Provider will only collect Data necessary to perform the Services.
4. DATA USE. Provider will use and retain Data only for the purpose of fulfilling the Services.
5. MARKETING AND ADVERTISING PROHIBITED. Provider shall not use any Data to advertise or market to students, their parents, District employees or officials, or others.
6. SECURITY CONTROLS. Provider shall take all reasonable measures to store and process Data. This includes implementing appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use. Provider shall store the Data in accordance with applicable laws and industry best practices.
7. NOTIFICATION OF DATA BREACH.
- A. When Provider becomes aware of a disclosure or security breach concerning any Data, Provider shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible and to satisfy legal requirements relating to or arising from such breach.
 - B. The Parties agree 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.
8. TERMINATION. The District may terminate this Agreement at any time at its discretion upon written notification to Provider. In the event of such termination, Provider shall destroy or transfer Data pursuant to Section 2.F. herein.
9. SEVERABILITY. 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.

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10. ENTIRE AGREEMENT, APPLICABLE LAW, AND VENUE. **THIS AGREEMENT, ALONG WITH THE CONTRACT, STATES THE FINAL AND ENTIRE AGREEMENT BETWEEN PROVIDER 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 Illinois. VENUE SHALL LIE IN Illinois, FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT.**

EXECUTED as of the 27th day of October, 2022.

Going Merry Inc.

Lake Park High School District 108

Signature of Authorized Representative

Signature of Authorized Representative



Charles Maynard

Joseph J. Tita

Printed Name

Printed Name

Chief Executive Officer

Manager of Instructional Technology, LPCHSD 108

Position

Position

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EXHIBIT "A"

[List all Data to be shared]

The list of data to be shared for each student is as follows:

- Name
- Email Address
- Date of Birth
- School or Campus
- Gender

The list of data to be shared for each counselor is as follows:

- Name
- Title (e.g., Mr., Ms., Mrs.)
- Email Address
- School or Campus