

SOPPA Addendum to the Agreement

1) **Purpose.** This Addendum (the "SOPPA Addendum") to the Agreement under which Google Workspace for Education Services (pka, G Suite for Education Services) are provided to Customer (the "Agreement") comply with the requirements of the Student Online Personal Protection Act ("SOPPA") effective as of July 1, 2021. For clarity, if SOPPA is updated or amended after this Addendum Effective Date, the parties will revise the terms of this Addendum, as necessary.

To the extent that any terms contained within the Agreement, or any terms contained within documents referred in the Agreement as forming part of the Agreement, conflict with the terms of this Addendum, the terms of this SOPPA Addendum will apply. Any capitalized terms not defined in this Addendum will have the meaning given to them in the Agreement.

2) **Student Online Personal Protection Act ("SOPPA").**

2.1) Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C 1232g. Notwithstanding anything to the contrary in the Agreement, and subject to the last sentence of this Section, the parties acknowledge that (a) Customer Data may include information from education records that are subject to the FERPA; and (b) to the extent that Customer Data includes such information, Google LLC ("Google") agrees to be considered a "School Official" (as that term is used in FERPA) and will comply with FERPA, as applicable to its provision of the Services as a School Official. This Section 2.1 (Family Education Rights and Privacy Act) applies only to Google Workspace for Education Services currently certified against ISO 27018 as described at <https://cloud.google.com/security/compliance>.

2.2) Additional Illinois Terms. The parties agree to the terms set forth in this Section 2.2:

- a) "Covered information" as used in this paragraph includes any and all information concerning a student by which a student may be individually identified and includes "Covered Information" as defined in 105 ILCS 85/5 as amended, "School Student Records" as defined in 105 ILCS 10/2 and "Personally Identifiable Information" as defined in 34 C.F.R. 99.3. For purposes of this Addendum Customer Personal Data (as defined in the Agreement) will have the same meaning as Covered information.
- b) Google agrees that all sharing, use, and storage of Covered Information will be performed in accordance with all applicable Federal and State laws.
- c) All Covered Information processed by Google remains the property of Customer and under its control. Google will only access or use Customer

Data to provide the Services and Technical Support Services to Customer or as otherwise instructed by Customer. Without limiting the generality of the preceding sentence, Google will not process Customer Data for Advertising purposes or serve Advertising in the Services. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing Amendment.

d) Categories of Customer Data. The categories of Customer Data are listed in Appendix 1 of the Data Processing Amendment. “Data Processing Amendment” means the then-current terms describing data protection and processing obligations with respect to Customer Data, as described at https://workspace.google.com/terms/dpa_terms.html .

e) Description of Services. A description of Google Workspace for Education Service provided by Google is set forth in the Services Summary located at https://workspace.google.com/terms/user_features.html.

f) Additional FERPA Statement. Pursuant to FERPA, Google will: (a) act as a school official with a legitimate educational interest; (b) perform an institutional service or function under the direct control of Customer with respect to the processing of Covered Information for which Customer would otherwise use employees; (c) use the covered information only for a purpose authorized by Customer under applicable law; and (d) not re-disclose it to third parties or Affiliates except as authorized under the Agreement or with permission from Customer or pursuant to court order, unless otherwise permitted under applicable law.

g) Data Incident. Pursuant to Section 7.2. of the Data Processing Amendment, in the event of a Data Incident, Google will provide details of the incident, as described in Section 7.2.2, which shall include, to the extent possible, (1) the nature of the Data Incident, the measures taken to mitigate the potential risks and the measures Google recommends Customer take to address the Data Incident, (2) Parents may contact Google to inquire about the Data Incident through the following link https://support.google.com/a/contact/edu_privacy, also available through the Contact Us section in the Google Workspace for Education Privacy Notice (3) the date or estimated date of the Data Incident, (4) what Customer Data was compromised or reasonably believed to have been compromised by the Data Incident.

h) Enhanced Liability Cap for Data Incidents under SOPPA. If a Data Incident is attributed to Google, Google will be liable for its own costs and expenses for its actions taken pursuant to Section 7.2 (Data Incidents) of the Data Processing Amendment, and for Customer’s reasonable costs for legally required notification to parents whose Covered Information was misappropriated and any fines or penalties that Customer must pay

regulatory agencies solely as a result of any Data Incident attributed to Google. Notwithstanding anything to the contrary under the Agreement, Google's total aggregated liability under this sub-section 2.3(h) is limited to ONE HUNDRED THOUSAND US DOLLARS (\$100,000.00). Customer will be liable for any remaining costs and expenses incurred in investigating and remediating the Data Incident.

i) Data Deletion. Google will delete Customer Data in accordance with Section 6 (Data Deletion) of the Data Processing Amendment.

j) Publication. Customer will make available for public inspection on Customer's website or, if Customer does not have a website, then at Customer's administrative office, this Addendum along with the Data Processing Amendment, and the definition of "Services" set forth herein. "Services" means the then-current Core Services and Other Services described at https://workspace.google.com/terms/user_features.html.

k) Google shall not use or share Covered Information for the purposes of (i) Targeted Advertising, (ii) to amass a profile of a student other than in furtherance of providing the Services, or (iii) sell or rent a student's information. "Targeted Advertising" as used in this paragraph has the meaning set forth in 105 ILCS 85/5 as amended.

3) **Google Workspace for Education Privacy Notice.** Google Workspace for Education Privacy Notice is meant to help Google Workspace for Education users and parents understand what data and for what purposes such data is collected by Google during the provision of Google Workplace for Education Services. The Google Workspace for Education Privacy Notice includes information about Google privacy practices that are specific to Google Workspace for Education and summarizes the most relevant portions of the Google Privacy Policy, which provides additional examples and explanations that may be useful to Customers. Collected data includes information about Customers' payments and transactions, settings and configurations, product usage, and direct communications with Google, but excludes Customer or Customer End User personal information provided by Google through the services. "Google Workspace for Education Privacy Notice" means the notice at the following URL: https://workspace.google.com/terms/education_privacy.html, or such other URL as Google may provide.

4) **Miscellaneous.** This SOPPA Addendum shall be governed by the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall solely be in the county of the Customer's administrative office. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Signed by the parties' authorized representatives on the dates below.

Wilmington CUSD 209u

DocuSigned by:
By: *Mike McCormick*
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Name:

Title:

Date:

Google LLC ("Google")

DocuSigned by:
By: *Philipp Schuster*
Philipp Schuster
Authorized Signatory
D5C1BABCE2CB49E...

Name:

Title:

Date: