

Maine

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: Maine Regional School Unit 56 (the “**Local Education Agency**” or “**LEA**”) and SMART TECHNOLOGIES ULC (the “**Provider**”).

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 documents and data transferred from LEAs and created by the Provider’s Services are also subject to several state laws in Maine. Specifically, those laws are 20-A M.R.S. §6001-6005.; 20-A M.R.S. §951 et. seq., Maine Unified Special Education Regulations, Maine Dept of Edu. Rule Ch. 101; 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, the parties agree as follows:

1. Provider agrees to offer the LEA all the same terms and conditions found in the MA-NH-RI-DPA, Modified Version 1.0 Data Privacy Agreement between the Provider and Dedham Public Schools (“**Originating LEA**”) which is dated April 27, 2021 (“**Originating DPA**”). The terms and conditions of the Originating DPA are thus incorporated herein.
2. Provider additionally agrees to the following additional terms, which will control in the event of a conflict between the DPA and the Originating DPA:
 - a. In Article IV, Section 2 of the Originating DPA, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
 - b. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
 - c. The Provider may not publish on the Internet or provide for publication on the Internet any Student Data.
 - d. If the Provider collects student social security numbers, the Provider shall notify the LEA of the purpose the social security number will be used and provide an opportunity not to provide a social security number if the parent and/or student elects.
 - e. The parties agree that the definition of Student Data in Exhibit “C” includes the name of the student’s family members, the student’s place of birth, the student’s mother’s maiden name, results of assessments administered by the State, LEA or teacher, including participating information, course transcript information, including, but not limited to, courses taken and completed, course grades and grade point average, credits earned and degree, diploma, credential attainment or other school exit information, attendance and mobility information between and within LEAs within Maine, student’s gender, race and ethnicity, educational program participation information required by state or federal law and email.
 - f. The parties agree that the definition of Student Data in Exhibit “C” includes information that:

- i. Is created by a student or the student's parent or provided to an employee or agent of the LEA or a Provider in the course of the student's or parent's use of the Provider's website, service or application for kindergarten to grade 12 school purposes;
 - ii. Is created or provided by an employee or agent of the LEA, including information provided to the Provider in the course of the employee's or agent's use of the Provider's website, service or application for kindergarten to grade 12 school purposes; or
 - iii. Is gathered by the Provider through the operation of the Provider's website, service or application for kindergarten to grade 12 school purposes.
3. Provider may, by signing the attached form of "General Offer of Privacy Terms" be bound by the terms of the General Offer of Privacy Terms to any other LEA who signs the acceptance on said Offer. The form is limited by the terms and conditions described therein.
4. **Notices.** All notices or other communication required or permitted to be given pursuant to the Originating DPA may be given for the LEA via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: Glenn Carbol Title: Data Protection Officer
 Address: 3636 Research Road NW, Calgary AB T2L 1Y1
 Email: privacy@smarttech.com Phone: 1-587-800-8423, 1-403-245-0333

The designated representative for the LEA for this DPA is:

Maine Regional School Unit 56
 Brian R. Keene, Technology Director
 147 Weld Street, Dixfield, ME 04224
 Bkeene@rsu56.org
 207-562-4300 x4103

MAINE REGIONAL SCHOOL UNIT 56

By: *Brian R. Keene* Date: 7/14/21

Printed Name: Brian R. Keene Title/Position: Technology Director

SMART TECHNOLOGIES ULC

DocuSigned by:
 By: *Melanie Tucker* Date: July 9, 2021

Printed Name: Melanie Tucker Title/Position: Paralegal