

## 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 by reference~~ 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

By: Geary Wheeler

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