DATA SHARING AGREEMENT

This Data Sharing Agreement ("**DSA**") is related to the contract between TPR Education LLC (**TPR**) and the New Hampshire Department of Education ("**Department**") (hereinafter referred to as the "Contract"), and is entered into by TPR and ~~Lebanon School District - SAU88~~ ("**District**").

A.   PURPOSE

The Department has awarded TPR a contract under Request for Proposal 2022-DOE-DLS-Online Tutoring-01 to provide its Tutor.com online tutoring service to any New Hampshire resident student who would be eligible to enroll in grades 6-12 in an approved education program in New Hampshire, including public school (traditional or charter), non-public school, home education program or Education Freedom Account program. Parents or guardians of eligible students may enroll their children in the online tutoring service through the Department website or through the District. For clarity, this DSA is not the agreement under which TPR provides the online tutoring services.

This DSA serves the following purposes:

1. Preserving the confidentiality of Student identities, including assurance that identifiable Student Data is not released to third parties;
2. Enhancing the ability of TPR and Districts to improve academic achievement for Students by allowing access to individual Student Education Records;
3. Accurately measuring TPR and Districts' progress toward improving Student outcomes and indicators, and meeting set targets and other goals using data shared between the parties; and
4. Authorizing data sharing between Districts and TPR so that eligible students can access the programs provided for under the Contract.

B.   FERPA EXCEPTION

The parties agree that the sharing of Student Education Records is permissible under the Family Educational Rights and Privacy Act ("FERPA") under the following exception: TPR is hereby designated a "school official" and is performing an "institutional function" within the meaning of FERPA.

C.   DEFINITIONS

The following definitions apply to this document:

1. **"Student"** is defined as any individual who would be eligible to enroll in grades 6-12 at an approved education program in New Hampshire, and regarding whom the District maintains Education Records.
2. **"Personally Identifiable Information"** ("PII") is as defined in FERPA, as set forth at 20 U.S.C. § 1232g, 34 CFR Part 99, and if applicable as defined in related state laws and regulations pertaining to the state in which the Student resides.
3. **"Education Records"** is as defined in FERPA and if applicable as defined in related state laws and regulations pertaining to the state in which the Student resides.
4. **"Student Data"** is the combination in any form of Personally Identifiable Information and Education Records.

D.   OBLIGATIONS OF THE DISTRICT

1. The District will provide to TPR in a digital format mutually agreed on by parties, the following data elements for Students:

NECESSARY DATA
- Student's first name
- Student's last name
- Username or e-mail address
- Building

The decision of which Students to refer to TPR for support under the Contract rests solely with the District. The District must identify the Students for support to TPR.

2. The District agrees to release the data to TPR beginning on _____(date) and on an ongoing basis throughout the duration of this DSA.
3. The District agrees that the transmittal of Student Data shall be done in a secure manner using TPR's secure data transfer site or another secure method to be mutually determined by the parties.

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E.   OBLIGATIONS OF TPR

TPR shall ensure the confidentiality of Student Data through the following methods:

1. TPR's data custodian(s) shall provide proof of completion of commercially-reasonable training in the handling and maintenance of Student Data if requested by District.
2. TPR shall strictly comply with all state and federal laws that apply to the use and release of the Student Data. TPR uses, collects and discloses personal information of children under the age of 13 in accordance with its Privacy Policy, located at https://lhh.tutor.com/policies/privacy.aspx, as may be further restricted by this DSA. District

hereby acknowledges receipt of the foregoing disclosure, and consents on behalf of parents of eligible Students to such use, collection and disclosure by executing this DSA.

3. TPR shall comply with the re-disclosure limitations set forth in FERPA, including 34 C.F.R. § Part 99.33.

4. TPR shall restrict access to the data, and will not disclose the data to any individual, agency, entity or third party except as necessary to provide services under the Contract. TPR shall make all employees, contractors or agents who have access to the data aware of, and agree to abide by, the terms set forth in this DSA.

5. TPR shall not release or otherwise reveal, directly or indirectly, the Student Data to any individual, agency, entity, or third party, unless such disclosure is required by law or court order.
   a. In the event TPR is required by law to disclose or otherwise release Student Data, TPR shall, prior to disclosure, notify the District.

6. TPR shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the Student Data without the express written consent of the District, and if necessary, based upon FERPA and its regulations, Students and/or their parents.

7. TPR shall not use Student Data shared under this DSA for any purpose other than the goals outlined in this DSA. Nothing in the DSA shall be construed to authorize TPR to have access to additional Student Data that is not included in the scope of the DSA (or addenda). TPR understands that the DSA does not convey ownership of the Student Data to TPR.

8. TPR shall take commercially-reasonable security precautions and protections to ensure that persons not authorized to view the Student Data do not gain access to the Student Data. Commercially-reasonable security precautions and protections include, but are not limited to:
   a. Creating, distributing, and implementing data governance policies and procedures which protect Student Data through appropriate administrative, technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;
   b. Encrypting all Student Data carried on mobile computers/devices;
   c. Encrypting all Student Data stored in TPR's databases or other storage and access media;
   d. Encrypting Student Data before it is transmitted electronically;
   e. Requiring that users be uniquely identified and authenticated before accessing Student Data;
   f. Establishing and enforcing well-defined data privilege rights which restrict users' access to the Student Data necessary for them to perform their job functions;
   g. Ensuring that all staff accessing Student Data sign a commercially-reasonable non-disclosure agreement;
   h. Securing access to any physical areas/electronic devices where Student Data are stored;
   i. Installing technology necessary to provide commercially-reasonable security for network transmissions involving Student Data;
   j. Installing commercially-reasonable anti-virus, network intrusion, logging and notification systems to protect the network and computers where Student Data is stored and accessed;
      i. TPR shall report all known or suspected breaches of Student Data, in any format, to the District's data reporting team within forty-eight (48) hours of confirming or reasonably suspecting such a breach. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discovered the incident; (3) date and time the incident was discovered; (4) nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) name of electronic system and possible interconnectivity with other systems; (7) storage medium from which information was lost or compromised; (8) controls in place to prevent unauthorized use of the lost or compromised information; (9) number of individuals potentially affected; and (10) whether law enforcement wascontacted.

9. TPR shall securely and permanently destroy the Student Data, and any and all hard and soft (electronic) copies thereof, within 60 days of the termination of this DSA or the Contract. TPR agrees to require all employees, contractors, or agents of any kind using Student Data to comply with this provision. TPR agrees to document the methods used to destroy the Student Data, and upon request, provide written certification to District that the Student Data has been destroyed.

10. For purposes of this DSA and ensuring TPR's compliance with the terms of this DSA and all applicable state and Federal laws, TPR will designate a custodian of the Student Data that TPR shares with the District. TPR will release all Student Data and information under this DSA to said named custodian (the "Data Custodian"). The Data Custodian shall be responsible for transmitting all Student Data requests and maintaining a log or other record of all Student Data requested and received pursuant to the DSA, including confirmation of the return or destruction of Student Data as described below.

11. District or its agents may, upon request, review the records TPR is required to keep under this DSA. TPR designates its Data Custodian (or an alternative designee specified in writing) as its liaison for all communications with District regarding this DSA;

12. TPR acknowledges that any violation of this DSA and/or the provisions of FERPA or accompanying state regulations related to the nondisclosure of protected Student information constitutes just cause for the District to immediately terminate this DSA.

F.   GENERAL PROVISIONS

1. All data shared with TPR by the District shall remain the property of the District.

2. Notices under this DSA, including, but not limited to, unauthorized disclosures, notices of termination, notices of non-compliance, notices of changes in the designated data custodian, shall be delivered by one of the following: (1) personal delivery; (2) registered or certified mail, postage paid, return receipt requested; (3) a nationally-

recognized overnight courier; or (4) electronic mail or facsimile with a confirmation copy sent by first class U.S. mail.

TPR	**District**
TPR Education LLC Legal Department 110 East 42nd Street, Floor 7 New York, NY 10017 legal@review.com	Lebanon School District - SAU88 Peter Merritt 20 Seminary Hill west Lebanon, NH 03784 pmerritt@sau88.net

3. This DSA shall take effect upon completion of signatures of the Parties and remain in effect until either (i) termination of this DSA by either party, or (ii) termination of the Contract, whichever happens first. To the extent TPR retains the District's data beyond the term of this DSA, all confidentiality and disposal obligations of TPR outlined in the DSA shall survive expiration or termination.

4. This DSA may be amended at any time provided that the amendment is in writing and is signed by the parties. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this DSA, without the necessity for executing a written amendment.

5. This DSA shall be governed by, construed, and applied in accordance with the laws of the State of New Hampshire.

6. This DSA shall not be assigned or transferred by TPR unless consented to in writing by the District.

7. This Agreement may be executed in multiple counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

For TPR Education LLC		**For District**	
Signature	*John Calvello*	Signature	*Peter B Merritt*
Name	John Calvello	Name	Peter Merritt
Title	Vice President, K-12 and Graduate Programs	Title	Director of Technology
Date	9/9/2022	Date	10 / 19 / 2022

Signature Certificate

Reference number: CZD8D-5AQZC-GZH7P-XQUCG

Signer	Timestamp	Signature
John Calvello Email: john.calvello@review.com		

Sent:	09 Sep 2022 12:25:50 UTC	
Viewed:	09 Sep 2022 12:26:23 UTC	
Signed:	09 Sep 2022 13:48:42 UTC	

Recipient Verification:

✔Email verified   09 Sep 2022 12:26:23 UTC

IP address: 71.230.45.10
Location: Pottstown, United States

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Signature Certificate

Signer	Timestamp	Signature
Peter Merritt Email: pmerritt@sau88.net		

Sent:	19 Oct 2022 12:54:33 UTC	
Viewed:	19 Oct 2022 12:54:37 UTC	
Signed:	19 Oct 2022 12:58:08 UTC	

Recipient Verification:

✔Email verified	19 Oct 2022 12:54:37 UTC

IP address: 66.220.227.162
Location: West Lebanon, United States

Document completed by all parties on:

19 Oct 2022 12:58:08 UTC

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