DOCUSIGN STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement ("DPA") is entered into by and between Evergreen School District (hereinafter referred to as "CUSTOMER") and DocuSign, Inc. (hereinafter referred to as "DocuSign") on the date of signature below (the "Effective Date"). The Parties agree to the terms as stated herein. DocuSign shall be bound by this DPA for so long as DocuSign maintains any Student Data.

ARTICLE I: DEFINITIONS

Applicable Student Privacy Laws: means the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g and 34 CFR Part 99, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; and the Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h, as well as any state student privacy laws that are directly applicable to CUSTOMER and to CUSTOMER's provision of Student Data to DocuSign.

De-Identified Information (DII): De-identification refers to the process by which DocuSign removes or obscures any personally identifiable information ("PII") from Student Data such that the identity of the individual can no longer be reasonably ascertained.

School Official: For the purposes of this DPA and pursuant to 34 CFR 99.31(B), a School Official is a contractor that: (1) performs an institutional service or function for which CUSTOMER would otherwise use employees; (2) is under the direct control of the CUSTOMER with respect to the use and maintenance of education records; and (3) is subject to 34 CFR 99.33(a) governing the use and re-disclosure of Student Data.

Student Data: Student Data includes any PII, whether gathered by DocuSign in connection with providing the Services to CUSTOMER or provided by CUSTOMER or its users, students, or students' parents/guardians through DocuSign's software, website, service, or app in connection with providing the Services, that is descriptive of the student, and that either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty, including, but not limited to, information in the student's educational record, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, student identifiers, search activity, photos, voice recordings, or geolocation information. For purposes of the DPA, Student Data shall also include materials or content created by a student during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information, and associated and linked metadata. Student Data shall not include De-Identified Information.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" means a party other than CUSTOMER or DocuSign, who assists DocuSign in providing the Services.

Third Party: The term "Third Party" means an entity that is not DocuSign or CUSTOMER.

ARTICLE II: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data transmitted to DocuSign from CUSTOMER through the Services, including compliance with Applicable Student Privacy Laws. In performing the Services, to the extent Student Data is transmitted to DocuSign from CUSTOMER, DocuSign shall be considered a School Official with a legitimate educational interest. With respect to the use and maintenance of Student Data transmitted in connection with the Services, DocuSign shall be under the direct control and supervision of the CUSTOMER.

2. Nature of Services Provided. The term "Services" will have the meaning given to them in the Service Agreement.

3. Student Data to Be Provided. In order to perform the Services, CUSTOMER shall provide Student Data as defined in Article I to DocuSign.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. Student Data Property of CUSTOMER. All Student Data transmitted to DocuSign pursuant to this DPA is and will continue to be the property of and under the control of the CUSTOMER, or the party who provided such data (such as the student or parent.). DocuSign acknowledges and agrees that all copies of such Student Data transmitted to DocuSign, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per this DPA shall remain the exclusive property of the CUSTOMER. For the purposes of Applicable Student Privacy Laws, DocuSign shall be considered a School Official, under the control and direction of the CUSTOMER as it pertains to the use of Student Data.

2. Parent Access. CUSTOMER shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data, correct erroneous Student Data, and transfer Student Data to a personal account, consistent with the functionality of Services. DocuSign shall cooperate and respond within forty-five (45) days to the CUSTOMER's request for Student Data held by DocuSign to view or correct as necessary to the extent feasible in the Services. In the event that a parent of a pupil or other individual contacts DocuSign to review any of the Student Data accessed pursuant to the Services, DocuSign shall refer the parent or individual to the CUSTOMER, who will follow the necessary and proper procedures regarding the requested Student Data.

3. Separate Account. To the extent technically feasible and subject to a professional services fee, DocuSign shall, at the request of the CUSTOMER, transfer Student Data to a separate student account upon termination of the Services; provided, however, such transfer shall only apply to Student Data that is severable from the Services.

4. Third Party Requests. Should a Third Party, including, but not limited to law enforcement and government entities, contact DocuSign with a request for Student Data held by DocuSign pursuant to the Services, DocuSign shall redirect the Third Party to request the data directly from the CUSTOMER and shall cooperate with the CUSTOMER to collect the required Student Data. DocuSign shall notify the CUSTOMER in advance of a compelled disclosure to a Third Party, unless legally prohibited.

5. Subprocessors. DocuSign shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE IV: DUTIES OF CUSTOMER

1. Privacy Compliance. CUSTOMER shall provide data for the purposes of the DPA in compliance with Applicable Student Privacy Laws.

2. Annual Notification Requirements. CUSTOMER shall ensure that its annual notice under FERPA includes vendors, such as DocuSign, as "School Officials."

3. Reasonable Precautions. CUSTOMER shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and hosted data.

4. Unauthorized Access Notification. CUSTOMER shall notify DocuSign promptly of any known or suspected unauthorized access. CUSTOMER will assist DocuSign in any efforts by DocuSign to investigate and respond to any unauthorized access.

ARTICLE V: DUTIES OF DOCUSIGN

1. Privacy Compliance. DocuSign shall comply with all Applicable Student Privacy Laws.

2. Authorized Use. Student Data shared pursuant to this DPA shall be used for no purpose other than the Services and/or as otherwise authorized under Applicable Student Privacy Laws. DocuSign acknowledges and agrees that, except as provided herein, it shall not make any re-disclosure of any Student Data or any portion thereof, without the express written consent of the CUSTOMER, unless the Student Data has been de-identified to become DII, or there is a court order or lawfully issued subpoena for the Student Data. As set forth in Article III.5, DocuSign may also disclose Student Data to Subprocessors.

3. Employee Obligation. DocuSign shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under this DPA.

4. No Disclosure. DII may be used by DocuSign for any purposes, including development, research, and improvement of other educational sites, services, or applications, as any other member of the public or party would be able to use DII in accordance with Applicable Student Privacy Laws. DocuSign agrees not to attempt to re-identify DII and not to transfer DII to any party unless that party agrees not to attempt re-identification. DocuSign shall not copy, reproduce or transmit any data obtained under this DPA and/or any portion thereof, except as necessary to fulfill the DPA.

5. Disposition of Data. DocuSign shall de-identify, dispose, or delete all Student Data obtained under the DPA pursuant to a written CUSTOMER request or when it is no longer needed for the purpose for which it was obtained, and enable CUSTOMER to export such data within a reasonable time of the date of termination and according to a schedule and procedure as the parties may reasonably agree. At CUSTOMER's request, DocuSign shall provide written notification to CUSTOMER when the Student Data has been de-identified, deleted, or disposed of by DocuSign at CUSTOMER's request. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to this DPA.
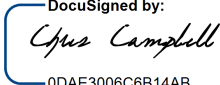
6. Advertising Prohibition. DocuSign is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a DocuSign; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Services to CUSTOMER; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Services to the CUSTOMER.
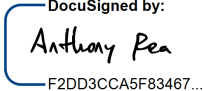
ARTICLE V: DATA SECURITY PROVISIONS

DocuSign agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. DocuSign's security commitments, including with respect to how DocuSign will provide notice of data breaches involving Student Data, are available here (https://www.docusign.com/legal/terms-and-conditions/schedule-docusign-signature/attachment-information-security/) and are hereby incorporated by reference into this DPA.

The below signatories are authorized to sign on behalf of their respective Party(ies) and to agree to the terms of this DPA and any documents incorporated herein as of the date of last signature below.

Customer	**DocuSign, Inc.**
Signature: *Chris Campbell* 0DAE3006C6B14AB...	Signature: *Anthony Rea* F2DD3CCA5F83467...
Name: Chris Campbell	Name: Anthony Rea
Title: Director of Business	Title:
Date: January 28, 2023	Date: January 26, 2023