

STANDARD STUDENT DATA PRIVACY AGREEMENT

OH-NDPA-V1

AGREEMENT TYPE

Orange City Schools

LEA

and

SMART Technologies ULC

Provider

12/08/2023

Date

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:

[Orange City Schools], located at [32000 Chagrin Blvd., Ppper Pike, OH 44124] (the “**Local Education Agency**” or “**LEA**”) and [SMART Technologies ULC], located at [3636 Research Road NW, Calgary, AB T2L1Y1] (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 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, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions. Check if Required**

If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.

If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**

If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:


Name: Jennette Irish-Glass Title: Director of Technology
Address: 32000 Chagrin Blvd., Ppper Pike, OH 44124
Phone: 216.831.8600 x2238 Email: jirish-glass@orangecsd.org

The designated representative for the Provider for this DPA is:

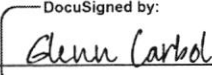
Name: Glenn Carbol Title: Data Protection Officer
Address: 3636 Research Road NW, Calgary, AB T2L1Y1
Phone: 403-245-0333 Email: privacy@smarttech.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA Orange City Schools,

By:  Date: 12/11/2023
Printed Name: Jennette Irish-Glass Title/Position: Director of Technology

Provider SMART Technologies ULC,

DocuSigned by:
By:  Date: 12/08/2023
Printed Name: Glenn Carbol Title/Position: Data Protection Officer