# EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

#### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

**Chino Valley Unified School District** 

("Originating LEA") which is dated 12-13-2023 , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address:

PROVIDER:	International Academy	of Science	
BY:	Dr. Roger Billings		
Printed Name:	Dr. Roger Billings	Title/Position:	President
2. Subscribing LEA			
General Offer of Pri terms of this DPA for and the Provider. **	vacy Terms. The Subscribing L the term of the DPA between t	EA and the Provider shall the <b>Chino Valley Unified</b> SUBSCRIBING LEA MUST I	by its signature below, accepts the therefore be bound by the same School District DELIVER NOTICE OF ACCEPTANCE
BY:			
		Date:	
Printed Name:	Title/Position:		
SCHOOL DISTRICT NA	AME:		
DESIGNATED REPRES	SENTATIVE OF LEA:		
Name:			
Title:			
Address:			
Telephone Number:			
Email:			

1190353v1

## EXHIBIT "H" - Additional Terms or Modifications

Version International Academy of Science

LEA and Provider agree to the following additional terms and modifications:

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:

, located at

(the "Local Education Agency" or "LEA") and

, located at

(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:

- 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, 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 that includes 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.

## **ARTICLE III: DUTIES OF LEA**

- 2. <u>Annual Notification of Rights</u>. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a <u>s</u>Cchool <u>o</u>Official and what constitutes a legitimate educational interest in its annual notification of rights.
- 3. <u>Reasonable Precautions</u>. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the <u>sS</u>ervices and hosted Student Data.

#### **ARTICLE V: DATA PROVISIONS**

- 2. Audits. To the extent required by law, and Nno more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. To the extent required by law, the Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
- 2. <u>Data Security</u>. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The <u>pProvider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in <u>Exhibit "F"</u>. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to <u>Exhibit "H"</u>. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in <u>Exhibit "F"</u>. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.</u>
- 3. <u>Data Breach</u>. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy two (72) hours three (3) business of confirmation of the incident, unless notification within this

time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- a. The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
  - i. The name and contact information of the reporting LEA subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - iii. If the information is possible to determine at the time the notice is provided, then either
    - 1. the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- b. Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- c. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- d. LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- e. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with
  - LEA to the extent necessary to expeditiously secure Student Data.