MCSS
Madison County School System

Data Governance Policy & Procedures

MCBOE Approved 03.23.2023

MCSS Technological Services and Systems
Memorandum of Agreement (MOA)

THIS MEMORANDUM OF AGREEMENT, executed and effective as of the 23 day of October, 2023, by and between Global Online Language Services US, Inc., a corporation organized and existing under the laws of Delaware (the "Company"), and MADISON COUNTY BOARD OF EDUCATION(MCBOE), a public school system organized and existing under the laws of the state of Alabama (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board are parties to a certain agreement entitled "_____" hereafter referred to as (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to make this Memorandum of Agreement (also referred to as MOA or Addendum) a part of the original Agreement in order to clarify and/or make certain modifications to the terms and conditions set forth in the original Agreement.

The Company and the School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and the overall privacy and security of student Personally Identifiable Information (PII) hereafter referred to as student information and/or data, including but not limited to (a) the identification of the Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (b) the establishment of procedures for the protection of PII, including procedures regarding security and security breaches.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

Agreement

The following provisions shall be deemed to be included in the Agreement:

Confidentiality Obligations Applicable to Certain MCBOE Student Records. The Company hereby agrees that it shall maintain, in strict confidence and trust, all MCBOE student records containing personally identifiable information (PII) hereafter referred to as "Student Information". Student information will not be shared with any other resource or entity that is outside the intended purpose of the Agreement.

The Company shall cause each officer, director, employee and other representative who shall have access to MCBOE Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all MCBOE Student Information. The Company shall take all reasonable steps to insure that no MCBOE Student information is disclosed to any person or entity except those who (a) are Authorized Representatives of the Company performing functions for MCBOE under the Agreement and have agreed to be bound by the terms of this Agreement; (b) are authorized representatives of MCBOE, or (c) are entitled to such