

STUDENT DATA PRIVACY AGREEMENT FOR RESEARCH PROJECT BETWEEN CITY OF CAMBRIDGE AND SRI INTERNATIONAL

This Student Data Privacy Agreement for Research Project between the City of Cambridge and SRI International dated June 3, 2024 (hereinafter “Agreement”) is by and between the City of Cambridge, through its School Department, known as the Cambridge Public Schools (“CPS”), and the SRI International, located at 333 Ravenswood Avenue, Menlo Park, California (hereinafter referred to as the “Organization”), an organization conducting research on behalf of CPS to evaluate the efficacy of using artificial intelligence to expand the use of individualized education programs (“IEP”) so that it is easier to analyze the outcomes of students with disabilities and make IEP data more usable for monitoring program compliance, program improvement, planning and research (the “Study”).

1. It is explicitly understood that herein any reference to CPS includes and incorporates reference to the City, such that any benefit running to CPS shall also benefit the City.

2. In the course of performing the Study, the Organization will obtain confidential student records and/or confidential student record information that contains personally identifiable student records, data and/or personally identifiable information and other non-public information, including but not limited to, student data, metadata and user content for CPS students (Data Files). CPS and the Organization acknowledge and agree that this Privacy Agreement is for the purpose of sharing Data Files between the Parties in a manner consistent with the Family Educational and Rights Privacy Act of 1974 (FERPA) and any federal regulations promulgated thereunder, including without limitation 34 C.F.R. §99.31 (a)(l)(i)(B), and Massachusetts student record regulations, 603 C.M.R. 23.00, et seq.. The Data Files will be used by the Organization and its employees to populate student data only for the purpose of producing and delivering the Study. The Organization further acknowledges and agrees that all copies of such Data Files, including any modifications and/or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Privacy Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any portion thereof under this Privacy Agreement shall not under any circumstance transfer from the Organization to any other party, and the Organization acknowledges and agrees that it is under the direct control of CPS with respect to the use and maintenance of these data files. CPS and the Organization acknowledge and agree that this Privacy Agreement does not govern any confidential information that the Organization may obtain directly from a student and/or their parents/guardians (hereinafter Organization Data), and that all Organization Data is governed and managed in accordance with the Organization’s own data maintenance and privacy procedures.

3. The Organization acknowledges and agrees that the specific purpose, scope and duration of the Study is to evaluate the efficacy of using artificial intelligence to expand the use of IEPs so that it is easier to analyze the outcomes of students with disabilities and make IEP data more usable for monitoring program compliance, program improvement, planning and research. Additionally, the Organization’s goals with respect to the student are to refine proprietary technology (“Zone Redactor”) that uses machine learning and natural language processing

techniques to quickly and efficiently de-identify text-based IEPs, and for the Organization to thematically code IEPs into analyzable, quantitative datasets and conduct analysis of IEP datasets for CPS for the purpose of providing evaluation information to CPS to help improve service delivery and student outcomes. Organization has requested as part of the Study, and CPS has agreed to provide to the Organization, the following portions of confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and other non-public information: individual-level education records and/or IEPs that can include a child's full name, date of birth, sex, race, ethnicity, guardian's name, address and IDEA eligibility category. Records will be requested based on October 2023 full-time education (FTE) counts and include records of children ages three (3) to twenty-one (21) (the "Data Files"). Organization represents and warrants that it will only use the Data Files to meet the purpose or purposes of the Study as stated within this Agreement. When the Organization obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), the Organization acknowledges that it is receiving such education records as a "school official" of CPS and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Privacy Agreement.

4. The Organization acknowledges and agrees that at no point in time is the Organization the owner of the Data Files. Ownership rights are maintained by CPS and CPS reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. The Organization further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state laws and regulations applicable to the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, metadata, user content or other non-public information and/or personally identifiable information contained within the Data Files. The Organization also acknowledges and agrees that it shall not make any re-disclosure of any Data Files or any portion thereof, including without limitation, any student data, metadata, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of CPS. Additionally, the Organization agrees that only authorized employees of the Organization directly involved in producing and delivering the Study shall have access to the Data Files or any portion thereof, including without limitation, any student data, metadata, user content or other non-public information and/or personally identifiable information contained in the Data Files and that the Organization and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, metadata, user content or other non-public information and/or personally identifiable information contained in the Data Files in such a way that parties other than officials of CPS and their authorized agents cannot identify any students and/or their parents/guardians.

5. The Organization represents and warrants that the Study will be conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization that have legitimate interests in the information.

6. The Organization also acknowledges and agrees:
- (i) to use Data Files shared under this Privacy Agreement for no purpose other than in connection with and through the provision of the Study contemplate under this Privacy Agreement with CPS.
 - (ii) to use reasonable methods, including but not limited to, appropriate technical, physical and administrative safeguards, that reflect technology best practices and are consistent with industry standards, to protect the Data Files and/or any portion thereof from re-disclosure that is created, sent, received, stored, processed or transmitted in connection with the Study under this Privacy Agreement while the Data Files and/or any portion thereof contained therein is both at rest and in transit. The Organization further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
 - (iii) subject to any and all applicable laws, not to copy, reproduce or transmit the Data Files and/or any portion thereof contained therein, except as necessary to fulfill the Study.
 - (iv) not to provide any Data Files or any portion thereof to any party ineligible to receive student records and/or student record data and information protected by FERPA and any appropriate federal laws and federal regulations and/or any appropriate state laws and state Regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable information from any entity under FERPA and/or any appropriate federal and/or state regulations.
 - (v) to, upon receipt of a request from CPS, promptly provide CPS with any specified portion of the Data Files.
 - (vi) in the event that the Organization and/or any of its subcontractors or agents to which the Organization may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed in a manner consistent with technology best practice and industry standards for secure data disposal methods. The Organization also will provide CPS with written certification, including an inventory of its Data Files destruction, within fifteen (15) calendar days of any such occurrence.
 - (vii) to delete CPS Data Files in a manner consistent with technology best practice and industry standards for secure data disposal methods, that it collects or receives under this Agreement once the Study referenced in this Agreement is completed.
 - (viii) to, upon receipt of a litigation hold request from the Cambridge Law Department, immediately implement a litigation hold and preserve all documents and data and suspend deletion, overwriting, or any other

possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.

- (ix) not to assign, subcontract or in any way transfer any interest in this Privacy Agreement without the prior written consent of CPS.

7. CPS represents and warrants that all rights, including intellectual property rights in the Data Files, shall remain the exclusive property of CPS and/or the student, as applicable, and the Organization has a limited, nonexclusive license solely for the purpose of performing the Study as outlined in this Privacy Agreement. This Privacy Agreement does not give the Organization any rights, implied or otherwise, to the Data Files or any portion thereof, content or intellectual property, except as expressly stated in this Privacy Agreement. This includes, without limitation, the right to sell or trade the Data Files or any portion thereof.

8. The Organization certifies under the penalties of perjury that it complies with all federal and state laws, regulations, rules and ordinances as such laws, regulations, rules, and ordinances may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of the Commonwealth and maintaining safeguards for personal information. The Organization hereby further certifies under penalties of perjury that it has a written comprehensive information security program that is in compliance with the provisions of 201 C.M.R. 17.00 *et seq.* Further, the Organization hereby certifies under the penalties of perjury that it shall fully comply with the provisions FERPA , 20 U.S.C. §1232g and regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R.23.00 *et seq.*, and to fully protect the confidentiality of any student data, metadata, user content or other non-public information and/or personally identifiable information provided to it or its representatives. The Organization further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and/or agents and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access, destruction, use, modification, disclosure or loss. The Organization also represents and warrants that if the Data Files or any portion thereof, including without limitation, any student data, metadata, user content or other non-public information and/or personally identifiable information, is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices. Furthermore, the Organization represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and have a protocol in place to ensure use by employees.

9. The Organization acknowledges and agrees that CPS is not required to agree with or endorse the conclusions or results of the Study.

10. CPS acknowledges that the Organization anticipates preparation and publication of scholarly papers Scholarly Work related to the Study. Prior to publication of any Scholarly

Work, CPS will have a fourteen-day (14) period to review the publication for any disclosure of personally identifiable information contained in the Data Files. CPS shall, within the fourteen-day (14) period, give the Organization written notice of any specifically identified personally identifiable information contained in the Data Files that it believes would be disclosed in the Scholarly Work. The Organization shall delete from the proposed publication all specifically identified personally identifiable information contained in the Data Files. At the end of the review period, the Organization shall have the right to proceed with publication of the Scholarly Work, including in substantially the same form on multiple occasions without additional review by CPS. Data interpretation remains solely the prerogative and responsibility of Organization.

11. The designated representative for the Organization for this Agreement is:

Adrienne D. Woods, PhD
SRI International
152 Mallard Way
Waltham, MA 02452
Phone: 734-274-1120
Email: adrienne.woods@sri.com

and

The designated representative for CPS for this Agreement is:

David Murphy
Chief Operating Officer
Cambridge Public Schools
135 Berkshire Street
Cambridge, MA 02141
Email: dmurphy@cpsd.ua
Phone: 617-349-6420

12. All notices regarding either amendment, breach, or termination of this Privacy Agreement shall be provided, in writing by certified mail, postage prepaid, return receipt requested to the persons identified above in Paragraph 10 at the addresses set forth there and to the persons identified below at the addresses set forth there. Notices will be deemed received three (3) business days after being sent by certified mail.

To CPS: Superintendent of Schools
Cambridge Public Schools
135 Berkshire Street
Cambridge, MA 02141

To the Organization: Glover Taylor
Sr. Director, Sponsored Research
Cambridge Health Alliance
1493 Cambridge Street 02139

email: gtaylor@challiance.org
phone:617-806-8701

Any such notices shall also be provided, in writing, to the following persons:

City Manager
City of Cambridge
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

City Solicitor
City of Cambridge Law Department
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

The parties shall rely upon the addresses set forth above unless notified in writing of a change.

13. The Organization shall be liable for any and all damages, costs and attorney's fees which the City and CPS may incur as a result of any claims, suits and judgments against the City and CPS which arise out of the acts or omissions of the Organization, its employees, servants, representatives, subcontractors, or agents during the term of this Privacy Agreement.

14. No delay or omission of CPS to exercise any right hereunder shall be construed as a waiver of any such right and CPS reserves the right to exercise any such right from time to time, as often as may be deemed expedient. Furthermore, any purposeful waiver, express or implied, by either party of any rights, terms, or conditions of this Privacy Agreement shall not operate to waive such rights, terms or conditions, or any other rights, terms or conditions beyond the specific instance of waiver.

15. The laws of the Commonwealth of Massachusetts shall govern this Privacy Agreement and the Parties agree to be bound by the laws of the Commonwealth of Massachusetts in the resolution of any dispute concerning any of the terms and conditions of this Privacy Agreement and consent to the jurisdiction of the United States Court for the District of Massachusetts and/or the trial courts of Massachusetts for any actions arising out of or related to this Privacy Agreement.

16. Nothing herein shall create or be deemed to create any relationship of agency, association, joint venture, partnership, master/servant, or employer/employee between CPS and the Organization. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Privacy Agreement.

17. The Organization shall not assign, delegate, subcontract, or in any way transfer any interest in this Privacy Agreement without the written permission of CPS through the Superintendent of Schools and the City Manager.

18. The Parties' attention is called to M.G.L. c. 268A (Conflict of Interest Law). No party shall act in collusion with any other party, person, or entity to circumvent such law.

19. If any provision of this Privacy Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of this Privacy Agreement shall be enforced to the fullest extent permissible by law.

20. The Organization represents that it is authorized to bind to the terms of this Privacy Agreement, including confidentiality and destruction of Data Files and any portion thereof contained therein, all related or associated institutions, individuals, employees, contractors, subcontractors, or agents who may have access to the Data Files and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data Files and/or any portion thereof are stored, maintained, or used in any way.

21. The terms and conditions of this Privacy Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by all parties executing this Privacy Agreement. Any request for amendment to the Privacy Agreement must be submitted in writing to the individuals identified above in Paragraphs 10 and 11..

22. This Privacy Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. For the convenience of the Parties, signatures delivered via email, facsimile, PDF, or other electronic means shall be accepted as originals.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

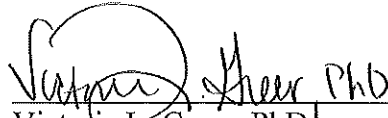
SRI INTERNATIONAL



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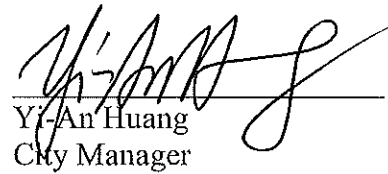
Anton Lanier
Sr. Director, Subcontracts and Procurement

CAMBRIDGE PUBLIC SCHOOLS



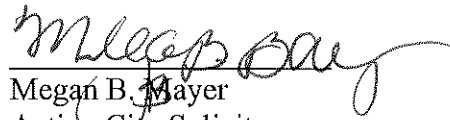
Victoria-L. Greer, PhD
Superintendent of Schools

CITY OF CAMBRIDGE



Yi-An Huang
City Manager

Approved as to form:



Megan B. Mayer
Acting City Solicitor