

Restriction on Use of Confidential Information Agreement

This Restriction on Use of Confidential Information Agreement (referred to herein as "Agreement") is made and entered into by and between:

Houghton Mifflin Harcourt (referred to herein as "Independent Contractor")
and

Alpine School District (referred to herein as "District").

RECITALS

Independent Contractor desires to enter into a business relationship with District to provide services to District that may require accessing information from the District. The parties desire to enter into the Agreement to allow the Independent Contractor such access upon the terms and conditions set forth below.

AGREEMENT

The parties agree as follows:

- 1 Any and all personally identifiable student or employee information of the District including but not limited to name, address, telephone number, teachers, classes, grades, digital media and any other student or employee information of any kind is deemed confidential and shall not be released or disclosed in any form or manner unless authorized by the District in writing. In addition, all information the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (referred to herein as "FERPA") and the Government Records Access and Management Act, hereafter GRAMA, which is obtained by Independent Contractor from a District school, its students, faculty, or staff in the performance of this Agreement constitutes Confidential Information. Independent Contractor agrees to hold the Confidential Information in strictest confidence. Independent Contractor shall not use or disclose Confidential Information received from or on behalf of District or any of its students, faculty, or staff except as permitted or required by this Agreement, or otherwise as agreed in writing by District.
- 2 Independent Contractor agrees that it will protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Independent Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted Confidential Information. Any data that is transmitted to/from District will be secure. Any electronic data stored by the vendor must be secure and backed up with a tested data recovery strategy in place as approved by the District.
- 3 Within 30 days of termination, cancellation, expiration, or other conclusion of this Agreement, Independent Contractor shall return to District or if return is not feasible, destroy

and not retain any copies of any and all Confidential Information that is in possession of Independent Contractor and certify in writing that all copies of the confidential information in its possession have been destroyed.

- 4 The obligations of this Agreement shall not apply to any information which (a) is already in the public domain through no breach of this Agreement, including but not limited to information available through schools' web site(s); (b) was lawfully in Independent Contractor's possession prior to receipt from a District school, its faculty, staff or students; or (c) is received by Independent Contractor independently from a person or entity free to lawfully disclose such information other than a District school, its faculty, staff, or students.
- 5 Independent Contractor warrants and represents that it is familiar with FERPA and GRAMA, and that Independent Contractor will take all measures reasonably necessary using industry standards to protect Confidential Information from unauthorized access and/or unauthorized release and will accordingly comply with all provisions of FERPA and GRAMA applicable to Independent Contractor's performance under this Agreement.
- 6 This Agreement may not be modified except by the written consent of the district.

INDEPENDENT CONTRACTOR:

Date: June 26, 2013

Houghton Mifflin Harcourt (Independent Contractor)
By *Nicole Genova*
Manager, Business Desk

Title: *Nicole Genova*

STATE OF Texas)
 : ss.
COUNTY OF Travis)

On this 26th day of June, 2013, personally appeared before me Nicole Genova, whose identity is personally known to me or who provided sufficient proof of identity, and who did depose and sign that she is the Manager, Business Desk of Houghton Mifflin Harcourt and has authority to execute the above instrument on behalf of said business.

Elizabeth M. Marshall
Notary Public

