

MAINE STUDENT DATA PRIVACY AGREEMENT
Version 1.0

Portland Public Schools

and

EDpuzzle, Inc.

01 / 25 / 2021

This Maine Student Data Privacy Agreement ("DPA") is entered into by and between the
Portland Public Schools (hereinafter referred to as "School Unit") and EDpuzzle, Inc.

(hereinafter referred to as "Provider") on the date provided on the preceding page. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the School Unit with certain digital educational services ("Services") pursuant to a contract of even date herewith (Provider's [Terms of Service](#) and [Privacy Policy](#), jointly the "Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the School Unit may provide, documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. §1232g et. seq. (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. §§6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. §1232h et. seq.; and Individuals with Disabilities Education Act ("IDEA") 20 U.S.C. § 1400 et. seq. (34 CFR Part 300); and

WHEREAS, the documents and data transferred from School Units and created by the Provider's Services are also subject to several state student privacy laws, including Maine's dissemination of student records law 20-A M.R.S. §6001; Maine Student Information Privacy Act 20-A M.R.S. §951 et. seq. ("MSIPA"); and Maine Unified Special Education Regulations ("MUSER") Maine Dep't of Edu. Rule Ch. 101; and

WHEREAS, this Agreement complies with Maine laws, and federal law; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms", agree to allow other school units in Maine the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

- 1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from the School Unit pursuant to the Service Agreement, including compliance with all applicable federal and state privacy statutes, including FERPA, PPRA, COPPA, IDEA, MSIPA, and MUSER and other applicable Maine laws, all as may be amended from time to time. In performing these Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the School Unit. Provider shall be under the direct control and supervision of the School Unit with respect to the use and maintenance of information shared with Provider by School Unit pursuant to this Agreement and the Service Agreement.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto: Edpuzzle Instructional Service (“Edpuzzle”), accessible through Provider’s website (www.edpuzzle.com), student mobile applications (iOS and Android) and, eventually, through the compatible Learning Management System(s) (“LMS”) with which Edpuzzle may be integrated with, such as, but not limited to, Canvas, Blackbaud or Moodle.
3. **Student Data to Be Provided.** In order to perform the Services described in the Service Agreement, School Unit shall provide the categories of data as indicated in the Schedule of Data, attached hereto as Exhibit “B”.
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of School Unit.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the School Unit. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data shall remain the exclusive property of the School Unit. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the School Unit as it pertains to the use of Student Data notwithstanding the above. Where technologically feasible and compatible with the Services, Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** School Unit shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data on the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than 30 days from the date of the request for Student Data related to regular education students; and without unnecessary delay for Student Data related to special education students and, for such requests made in anticipation of an IEP meeting, due process hearing, or resolution session, without unnecessary delay and before any such meeting, due process hearing, or resolution session and, in either case, in no event more than 30 days from the date of the request) to the School Unit’s request for Student Data in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the School Unit, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** Where technologically feasible and compatible with the Services, Provider shall, at the request of the School Unit, transfer Student Generated Content to a separate student account.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the School Unit. Provider shall notify the School Unit in advance of a compelled disclosure to a Third Party. The Provider will not use, disclose, compile, transfer, and/or sell the Student Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Student Data and/or any portion thereof.
5. **No Unauthorized Use.** Provider shall not use Student Data for any purpose other than as explicitly specified in the Service Agreement. Any use of Student Data shall comply with the terms of this DPA.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF SCHOOL UNIT

1. **Provide Data In Compliance With FERPA.** School Unit shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRa, IDEA, MSIPA, and MUSER and all other Maine privacy statutes and regulations referenced or identified in this DPA.
2. **Annual Notification of Rights.** If the School Unit has a policy of disclosing education records under 34 CFR § 99.31 (a) (1), School Unit shall include a specification of criteria for determining who constitutes a “school official” and what constitutes a “legitimate educational interest” in its annual notification of rights, and determine whether Provider qualifies as a “school official.”
3. **Reasonable Precautions.** School Unit shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and hosted data.
4. **Unauthorized Access Notification.** School Unit shall notify Provider promptly of any known or suspected unauthorized access. School Unit will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRa, IDEA, MSIPA, MUSER and all other Maine privacy statutes and regulations identified in this DPA.

2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the School Unit, unless (a) it fits into the de-identified information exception of Article IV, Section 4; (b) re-disclosure is made to Subprocessors contracted by Provider for supporting Provider's business in accordance with Article II, Section 6; or (c) there is a court order or lawfully issued subpoena for the information.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) except for Subprocessors contracted by Provider to support Provider's business, prior written notice has been given to School Unit, who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.
5. **Disposition of Data.** Provider shall dispose of or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to School Unit or School Unit's designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. The School Unit will have the ability to download names, responses, results and grades obtained by students in their assignments (*i.e.*, student gradebooks) at any point prior to deletion. Return or transfer of data, other than the names, responses, results and grades obtained by students in their assignments, to the School Unit shall not apply if proven to be incompatible with the Service, technically impossible or to involve a disproportionate effort for Provider. In such events, and upon written request by the School Unit, Provider shall proceed to deletion of personally identifiable information in a manner consistent with the terms of this DPA, unless prohibited from deletion or required to be retained under state or federal law. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Nevertheless, Provider may keep backups of Data as part of its disaster recovery storage system for an additional term of thirteen (13) months after termination of Services, provided personally identifiable data is (a) inaccessible to the public; and (b) unable to be used in the normal course of business by Provider. Disposition shall include: (1) shredding any and all hard copies of any Student Data; and (2) erasing or otherwise modifying the records to make them unreadable and indecipherable. Provider shall, upon written request by the School Unit, provide written notification to School Unit when the Student Data has been disposed of or deleted. The duty to dispose of or delete

Student Data shall not extend to data that has been de-identified or, where applicable, placed in a separate student account, pursuant to the other terms of the DPA. The School Unit may employ a “Directive for Disposition of Data” Form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the School Unit, the Provider will immediately provide the School Unit with any specified portion of the Student Data within three (3) calendar days of receipt of said request.

6. **Advertising Prohibition.** Without limiting any other provision in this DPA, Provider is specifically prohibited from using, disclosing, or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service(s) to School Unit; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service(s) to School Unit.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain commercially reasonable data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “F” hereto. These measures shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees and contractors with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.
 - b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and/or, where feasible, transfer said data to School Unit or School Unit’s designee, as outlined in Article IV, section 5, and according to a schedule and procedure as the parties may reasonably agree upon. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
 - c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to provide the Services and to fulfill the purpose of data requests by School Unit.
 - d. **Employee Training.** The Provider shall provide periodic security training to those of its

employees who operate or have access to the system. Further, upon request by the School Unit, Provider shall provide School Unit with contact information of an employee who School Unit may contact if there are any security concerns or questions.

- e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”) or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
 - f. **Security Coordinator.** Provider shall provide the name and contact information of Provider’s Security Coordinator for the Student Data received pursuant to the Service Agreement.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
 - h. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request from School Unit, Provider shall provide School Unit with records evidencing completion of such periodic risk assessments and documenting any identified security and privacy vulnerabilities as well as the remedial measures taken to correct them. Provider may however refuse to provide any information that could compromise or pose a risk to the effectivity of Provider’s security system and/or measures.
 - i. **Backups.** Provider agrees to maintain backup copies, backed up at least daily, of Student Data in case of Provider’s system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.
 - j. **Audits.** Upon receipt of a request from the School Unit, the Provider will allow the School Unit to audit the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof, at School Unit’s expense. The Provider will cooperate fully with the School Unit and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or School Unit, and shall provide full access to the Provider’s facilities, staff, agents and School Unit’s Student Data and all records pertaining to the Provider, School Unit and delivery of Services to the Provider. Failure to cooperate shall be deemed a material breach of the Agreement. Without prejudice to the foregoing, Provider may provide the School Unit with a recent independent audit report on Provider’s privacy and security practices as an alternative to undergoing an audit.
2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to School Unit within a reasonable amount of time of the incident. Provider shall follow the following process for such notification:

- a.** The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting School Unit 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.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At School Unit’s discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable state and in federal law 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.
- e.** 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 School Unit, upon request, with a copy of said written incident response plan.
- f.** At the request and with the assistance of School Unit, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.
- g.** The aforementioned goes without prejudice to any general notification(s) the Provider

may deliver to its users and community for the communication of a security breach or event.

ARTICLE VI- GENERAL OFFER OF TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit “E”), be bound by the terms of this to any other School Unit who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall dispose of and destroy, upon written request by the School Unit, all of School Unit’s data pursuant to Article IV, section 5, and Article V, section 1(b). In the absence of written request, Data shall be automatically deleted after end-user accounts have remained inactive for a period of eighteen (18) months.
4. **Priority of Agreements**. This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, terms of use, or privacy policy, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

The designated representative for the Provider for this Agreement is:

Jordi González
Head of Product, Co-founder
privacy@edpuzzle.com

The designated representative for the School Unit for this Agreement is:

Jaime Kearney

Director of Data

kearnj@portlandschools.org

(207) 842-5313

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS IN CUMBERLAND COUNTY, MAINE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way.
10. **Waiver.** No delay or omission of the School Unit to exercise any right hereunder shall be construed as a waiver of any such right and the School Unit reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Electronic Signature.** This DPA may be executed in one or more counterparts, all of which

shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Maine Student Data Privacy Agreement as of the last day noted below.

EDpuzzle, Inc.

BY: Jordi Gonzalez Date: 01 / 25 / 2021

Printed Name: Jordi Gonzalez Title/Position: Head of Product, Co-founder

Address for Notice Purposes:

EDpuzzle, Inc.
PO Box 446
San Francisco, CA 94104-0446

Portland Public Schools

BY: J-K Date: 12 / 18 / 2020

Printed Name: Jaime Kearney Title/Position: Director of Data

Address for Notice Purposes:

PPS Dept of Data and Technology
353 Cumberland Ave
Portland, ME 04101

EXHIBIT “A”

DESCRIPTION OF SERVICES

Edpuzzle is a simple, easy-to-use video platform that helps teachers engage their students. In the classroom, teachers use Edpuzzle to give students video-lessons that they watch through Edpuzzle Apps (iOS and Android), the Edpuzzle website (www.edpuzzle.com) or the Learning Management System with which Edpuzzle has been integrated (Canvas, Moodle, Schoology, etc.). Beyond the classroom, teachers use Edpuzzle to engage students at home and complete the video-learning experience anywhere. Teachers can instantly collect students’ viewing history and responses to embedded questions.

Edpuzzle teachers can either upload their own videos, use the ones posted on YouTube or re-use an already existing video-lesson created by another teacher. Then, teachers may edit the video to create their lessons. They may record their voice to personalize it and hold their students accountable by embedding questions in the video. Finally, teachers will assign the video to their students and follow their progress in real time while they all learn at their own pace.

ABOUT EDPUZZLE'S FUNCTIONALITY:

(1) Edpuzzle does not allow for users to transfer information or content from one account to another, especially because content generated by students is fully dependent on teacher assignments, meaning they are an indispensable part of student grading. Consequently, students are not granted control over their responses and assignments.

(2) Regarding retrievable data, teachers will have the ability to download names, responses, results and grades obtained by students in their assignments (i.e., student gradebooks) at any point prior to deletion of accounts. It is not possible to retrieve data that is (i) not compatible with the Edpuzzle service (such as “downloading” Edpuzzle videos – be it YouTube embeds or Edpuzzle originals, among others), (ii) technically impossible; or (iii) involve a disproportionate effort for the Edpuzzle company.

(3) Provision of the Edpuzzle service shall expire either (a) at the user’s request upon proactive deletion of user accounts; or (b) in the absence of any specific request or action, after eighteen (18) months of account inactivity. Students cannot delete their own account, as any decision regarding their personal information and/or education records is left to the responsible teacher and, by extension, to the school. Therefore, deletion of student accounts can only be accomplished by having an authorized representative of the educational institution send a written request at support@edpuzzle.com or privacy@edpuzzle.com.

(4) Edpuzzle may keep copies and/or backups of data as part of its disaster recovery storage system, provided such data is (a) inaccessible to the public; (b) unable to be used in the normal course of business by the company; and (c) deleted after a maximum term of thirteen (13) months since the creation of said copies and/or backups.

(5) Should a security breach ever take place, Edpuzzle will not only notify as foreseen in separate agreements celebrated with the Districts, but it may also make a general announcement to its community of users if such measure is deemed necessary and appropriate for ensuring prompt notification to all affected parties.

(6) As a cloud-based instructional software, Edpuzzle relies on other service providers for successfully providing the Edpuzzle service (e.g., externalized servers and databases). Further information on this aspect is to be found on Edpuzzle’s Privacy Policy (www.edpuzzle.com/privacy) under section “Security Measures”, item “Which are Edpuzzle’s third-party service providers?”

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input checked="" type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if used by your system
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Vendor/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if used by your system
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input checked="" type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores	<input checked="" type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data - Please specify:	<input type="checkbox"/>

Other: Student email addresses are solely collected if access to the Edpuzzle service is made over Google Sign In. Further, Edpuzzle does not submit surveys or questionnaires to students - it will only collect such information if surveys or questionnaires are submitted by their responsible teachers through the corresponding assignments. Additionally, Edpuzzle may have access to name of imparted subjects, such as mathematics, for example.

For data obtained from LTI integrations please consult Edpuzzle's Privacy Policy at www.edpuzzle.com/privacy under the "Information Collected Automatically" section.

Category of Data	Elements	Check if used by your system
Other	Please list each additional data element used, stored or collected by your application:	✓

EXHIBIT “C”

DEFINITIONS

METDA (Maine Educational Technology Directors Association): Refers to the membership organization serving educational IT professionals in the state of Maine to promote general recognition of the role of IT professionals in educational institutions; improve network and computer services; integrate emerging technologies; encourage appropriate use of information technology for the improvement of education and support standards whereby common interchanges of electronic information can be accomplished efficiently and effectively.

Covered Information: Covered Information means materials that regard a student that are in any media or format and includes materials as identified by MSIPA. The categories of Covered Information under Maine law are found in Exhibit B. For purposes of this DPA, Covered Information is referred to as Student Data.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or school unit, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs and 504 plans. The categories of Educational Records under Maine law are also found in Exhibit B. For purposes of this DPA, Educational Records are referred to as Student Data.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

NIST 800-63-3: Draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline.

Operator: The term “Operator” means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by School Unit or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate or combination, would allow a reasonable person who does not have knowledge of the relevant circumstances to be able to identify a student. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA, the term "Provider" includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by School Unit and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other School Unit employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records and Covered Information.

Service Agreement: Refers to the Contract or Purchase Order that this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by School Unit or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Massachusetts and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Provider’s services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing School Unit: A School Unit that was not party to the original Services Agreement and who accepts the Provider’s General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than School Unit or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

Third Party: The term “Third Party” means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term “Third Party” when used to indicate the provider of digital educational software or services is replaced by the term “Provider.”

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

Portland Public Schools (“School Unit” directs EDpuzzle, Inc.

(“Company”) to dispose of data obtained by Company pursuant to the terms of the Service Agreement between School Unit and Company. The terms of the Disposition are set forth below:

1. Extent of Disposition

___ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

___ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

___ Disposition shall be by destruction or deletion of data.

___ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Timing of Disposition

Data shall be disposed of by the following date:

___ As soon as commercially practicable

___ By

4. Signature

Authorized Representative of School Unit

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Portland Public Schools and which is dated 01 / 25 / 2021 to any other School Unit ("Subscribing School Unit") who accepts this 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 other School Unit may also agree to change the data provide by School Unit to the Provider to suit the unique needs of the School Unit. 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the either the METDA or SDPC in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

EDpuzzle, Inc.

BY: Jordi Gonzalez

Date: 01 / 25 / 2021

Printed Name: Jordi Gonzalez

Title/Position: Head of Product, Co-founder

Send signed agreements to:

2. Subscribing School Unit: _____

A Subscribing School Unit, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing School Unit and the Provider shall therefore be bound by the same terms of this DPA.

BY: _____

Date: _____

Printed Name: _____

Title/Positon _____

EXHIBIT “F” DATA SECURITY REQUIREMENTS

TITLE	Portland Public Schools - ME_SDPA
FILE NAME	Portland Public S...SDPA (Signed).pdf
DOCUMENT ID	eee8881d531b3ef84c9432acb7a5fa327dea7dbe
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

12 / 18 / 2020
09:25:33 UTC+1

Sent for signature to Jordi González (jordi@edpuzzle.com) and Jaime Kearney (kearnj@portlandschools.org) from julia@edpuzzle.com
IP: 93.176.133.39



VIEWED

12 / 18 / 2020
15:40:24 UTC+1

Viewed by Jordi González (jordi@edpuzzle.com)
IP: 88.12.43.131



VIEWED

12 / 18 / 2020
16:55:19 UTC+1

Viewed by Jaime Kearney (kearnj@portlandschools.org)
IP: 24.39.1.139



SIGNED

12 / 18 / 2020
16:55:46 UTC+1

Signed by Jaime Kearney (kearnj@portlandschools.org)
IP: 24.39.1.139



SIGNED

01 / 25 / 2021
16:30:48 UTC+1

Signed by Jordi González (jordi@edpuzzle.com)
IP: 2.152.162.145



COMPLETED

01 / 25 / 2021
16:30:48 UTC+1

The document has been completed.