

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, the Allegany County Public Schools (hereinafter ACPS) desires to utilize services provided by Edpuzzle, Inc. (hereinafter vendor) and vendor has agreed to provide services to ACPS and its students and/or staff; and

WHEREAS, in order to perform the services requested the vendor will need access to ACPS student data and/or staff data; and

WHEREAS, some of said data is directory information and some of said data includes personally identifiable information which is confidential information as defined under the Federal Family Education Rights Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPPA"). Confidential information is subject to the provisions of Md. Education Code Ann. § 4-131 and may include but is not limited to: login, password, last name, first name, email address, and grade level.

WHEREAS, this confidentiality and nondisclosure agreement amends and supplements vendor's Terms of Service and Privacy Policy (accessible at <https://edpuzzle.com/terms> and <https://edpuzzle.com/privacy>, respectively, and hereinafter jointly referred as the Service Contract). To the extent that any provision of this agreement conflicts with the Service Contract, the terms in this agreement shall apply and be given effect.

NOW, THEREFORE, the parties do hereby agree as follows:

1. ACPS shall furnish to vendor information which may include confidential information as described in the recitals above and may further allow vendor the right to discuss or interview representatives of the ACPS with regard to that information. ACPS will determine the method and manner to distribute the information.
2. Vendor agrees that it will hold confidential information in trust and confidence and that it will obtain, maintain, use, transmit, and release any and all student and/or staff records during the term of the agreement and thereafter only in accordance with both "FERPA" and "HIPPA" privacy and security safeguards. Vendor further agrees that the information shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party except as provided in the Service Contract.
3. Except for electronic copies made for archival, backup or disaster recovery purposes as set forth in this agreement, no copies will be made or retained of any information or prototypes supplied without the permission of ACPS.
4. All confidential information in whatever format, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be deleted at the conclusion of the project being performed for ACPS, which shall be deemed to occur after eighteen (18) months of end-user account inactivity or upon written request by ACPS. Student Gradebooks (names, responses, results and grades obtained by students in their assignments) will be available for ACPS to download at any point prior to data deletion. At vendor's discretion, such information may be destroyed by vendor with such destruction certified in writing upon written request by ACPS. The foregoing shall not apply to vendor's disaster recovery storage system, that may be retained for an additional term of thirteen (13) months after conclusion of the project, provided such information is inaccessible to the public and unable to be used by vendor during the normal course of business.
5. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to be bound by terms consistent with and no less stringent than those of this Agreement. A complete list of vendor's subcontractors can be found online at <https://edpuzzle.com/privacy>, under paragraph "Which are Edpuzzle's Third-Party Service Providers?". Any material changes to such list will be notified to ACPS designated representative through electronic mail, provided that they have created an Edpuzzle account and validated the email address vinculated to it.
6. Vendor must notify ACPS as soon as reasonably practicable and no later than forty-five (45) days after they are aware of a breach or unauthorized access to student or employee confidential data. Vendor will take such steps as directed by ACPS to mitigate damages resulting from such breach.
7. The recitals described above are considered fundamental parts of this agreement.
8. This Agreement shall be governed by the laws of the State of Maryland.

[SIGNATURE PAGE FOLLOWS]

AGREED AND ACCEPTED BY:

EDpuzzle, Inc.

Date 08 / 24 / 2021

Signature *Julia Trius*

Witness: _____

Printed Name Julia Trius

Title Head of Legal, DPO

Allegany County Board Of Education

Date 08 / 24 / 2021

Signature *Nil Grove*

Witness: _____

Printed Name Nil Grove

Title CIO

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Sent for signature to Julia Trius (julia@edpuzzle.com) and Nil Grove (nil.grove@acpsmd.org) from jan@edpuzzle.com
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VIEWED

08 / 24 / 2021

13:28:46 UTC

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08 / 24 / 2021

13:43:07 UTC

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