

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, the Allegany County Public Schools (hereinafter ACPS) desires to purchase online digital products provided by BrainPOP LLC ("Vendor") and Vendor has agreed to provide products 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, the use of Vendor's products (BrainPOP, BrainPOP Jr, BrainPOP ELL, BrainPOP Science, BrainPOP Espanol, and BrainPOP Francais) shall be governed by the Terms of Use and Privacy Policy as posted on www.brainpop.com, as update from time to time ("Terms of Use"); 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").. 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. Confidential Information does not include de-identified or anonymous and aggregate information.

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 in a manner in which is compatible with Vendor's products
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 personally identifiable student and/or staff records during the term of the subscription and thereafter only in accordance with "FERPA" privacy and security safeguards. ACPS is in full control over the data at all time through the administrator dashboard and can delete the information at any time. Once deleted by ACPS, the data will be purged from Vendor's servers within two weeks. Vendor further agrees that the confidential information shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party, unless necessary to provide the services (such as a third party hosting provider).
3. Except for electronic copies made for archival, backup or disaster recovery purposes, no copies will be made or retained of any information or prototypes supplied without the permission of ACPS following ACPS's deletion of the information. If the data is not deleted by ACPS during the term of the subscription, Vendor may retain such information for up to two years.
4. All confidential information in whatever format, including student information and records taken shall be returned to ACPS prior to the termination or expiration of the subscription or upon demand by ACPS. At vendor's discretion, such information may be destroyed by vendor with such destruction certified in writing to ACPS.
5. Confidential information shall not be disclosed to any employee or consultant unless they agree to be bound by the terms of this Agreement, and have been approved by ACPS. Vendor will remain responsible for any third party's compliance under this Agreement.
6. Vendor must promptly notify ACPS after becoming aware of a breach or unauthorized access to student or employee confidential data. Vendor will take such steps as directed by ACPS or as necessary 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.

AGREED AND ACCEPTED BY:

Vendor

BrainPOP LLC

Date

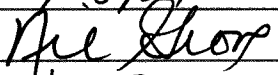
6/17/2014

May 24, 2016

Signature H. Scott Kinpatrick Jr.
Printed Name H. Scott Kinpatrick Jr.
Title CEO

Witness: 

Allegany County Board Of Education

Date 8/28/21
Signature 
Printed Name NIL GROLE
Title CIO

Witness: _____