

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

**WHEREAS**, the Allegany County Public Schools (hereinafter ACPS) desires to utilize services provided by 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.

**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.
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.
4. All confidential information in whatever format, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to ACPS at the conclusion of the project being performed for ACPS 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, consultant or third party unless they agree to be bound by the terms no less stringent than those of this Agreement. ACPS's advance written approval for subcontractors is not required with respect to independent contractors engaged by vendor in the ordinary course of business or for purposes that are incidental or ancillary to the provision of services hereunder. Vendor assumes full responsibility for the actions of any such parties.
6. See Security Incident Rider attached hereto.
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 Amplify Education, Inc.

Date 9/14/21

Signature  Witness: 

Printed Name Krista Curran

Title SVP & GM, Assessment and Intervention

### Allegany County Board Of Education

Date 9-15-21

Signature  Witness: 

Printed Name Nik Grove

Title CIO

## Security Incident Rider

- 1. Data Security Incident.** If Amplify Education Inc. (“**Amplify**”) has reason to believe that Student Records are disclosed to or acquired by an unauthorized individual(s) (a “**Security Incident**”), then Amplify will fully investigate the incident and to take reasonable steps to remediate systems and controls and to mitigate any potential harm to individuals which may result from the Security Incident and cooperate with District’s investigation of the Security Incident.
- 2. Notification to District.** Amplify will notify District after Amplify determines that District’s Student Records were affected by the Security Incident, subject to applicable law and authorization of law enforcement personnel, if applicable. To the extent known, Amplify will identify in such a notification the following: (i) the nature of the Security Incident, (ii) the steps Amplify has executed to investigate the Security Incident, (iii) the type(s) of personally identifiable information that was subject to the unauthorized disclosure or acquisition, (iv) the cause of the Security Incident, if known, (v) the actions Amplify has done or will do to remediate any deleterious effect of the Security Incident, and (vi) the corrective action Amplify has taken or will take to prevent a future Security Incident.
- 3. Notification to Individuals.** To the extent District determines that the Security Incident triggers third party notice requirements under applicable laws, as the owner of the Student Records, the District shall be responsible for the timing and content of the notices to be sent. Except as otherwise required by law, Amplify will not provide notice of the Security Incident directly to individuals whose personal information was affected, to regulatory agencies, or to other entities, without first providing written notice to District. Amplify will be responsible for, and will bear, all notification related costs arising out of or in connection with the Security Incident, subject to any limitations of liability terms contained in the Agreement. For clarity and without limitation, Amplify will not be responsible for costs associated with voluntary notification that is not legally required. With respect to any Security Incident that is not due to acts or omissions of Amplify or its agents, Amplify will reasonably cooperate in performing the activities described above, at District’s reasonable request and expense.