

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

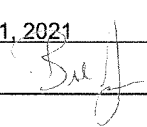
WHEREAS, in order to perform the services requested the vendor will need access to ACPS student data and/or staff data; and

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:

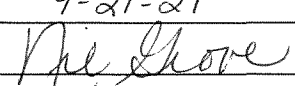
1. ACPS shall furnish to vendor information which may include confidential information as described in the recitals above and may further allow vendor the right to discuss or interview representatives of the ACPS with regard to that information. ACPS will determine the method and manner to distribute 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, as applicable. 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 otherwise provided in the vendor MSA and DPA.
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 of this Agreement and have been approved by ACPS.
6. Vendor must notify ACPS without undue delay if 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.
9. In case of any conflicts between these terms and the vendors MSA and DPA, the MSA and DPA will prevail.

AGREED AND ACCEPTED BY:

Vendor Blackboard Inc.
Date August 11, 2021
Signature 
Printed Name Bill Jones
Title Deputy General Counsel

Witness: Denise Corina, Contracts Manager

Allegany County Board Of Education

Date 9-21-21
Signature 
Printed Name WIL GROVE
Title CIO

Witness: 