

Attachment 3
Data Sharing Agreement

DATA SHARING AGREEMENT

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREAS, La R.S. 17:3914 allows for Local Educational Agencies to contract with a private entity for student and other educational services and release personally identifiable information pursuant to the terms of the Contract,

WHEREAS, the Louisiana Department of Education (hereinafter referred to as “State”) and the National Student Clearinghouse (hereinafter referred to as “Contractor”) have entered into a contractual arrangement, pursuant to which the Contractor will provide services to State and Local Educational Agencies (LEAs).

WHEREFORE, the State and Contractor do enter into this Agreement subject to the terms and conditions as specified herein.

1. Local Educational Agencies Stipulation

The Contractor acknowledges that local educational agencies (LEAs) in Louisiana submit student data directly to the Contractor. The Contractor hereby agrees to be bound, vis-à-vis any and all such Louisiana LEAs that unilaterally sign an addendum to this data sharing agreement, by all of the provisions of this Agreement with respect to any student data provided directly to the Contractor by such Louisiana LEAs.

2. Purpose of the Disclosure

The Contractor agrees to provide college-going information to the State for purposes of accountability and evaluation of education programs. The State will share this information with the respective LEA.

3. Data

LEAs will provide the Contractor with the following solely for the purposes provided above:

- Louisiana Secure ID

- Student Name
- Date of Birth
- ACT sitecode
- High school graduation date

The State and LEAs reserve the right to withhold any of the foregoing data if determined, in their sole discretion, that disclosure of such data would violate any provision of state or federal law.

4. Confidentiality

This Agreement is entered into by Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and La. R.S. 17:3914. The Contractor hereby acknowledges that all documents which include information contained in or derived from a student's education records provided by the State or an LEA under the Agreement (the "State Data") are deemed confidential pursuant to FERPA and La. R.S. 17:3914 and therefore will not be disclosed by Contractor to any third party.

Contractor shall retain the original version of the State Data at a single location and shall not make a copy or extract of the State Data available to anyone except personnel who have a need for the State Data to perform the services referenced in this agreement. Contractor shall maintain the State Data in hard copy or electronic form, in an area that has limited access only to Contractor's authorized personnel. Contractor shall not permit removal of the State Data from the limited access area. Contractor will ensure that access to the State Data maintained on computer files or databases is controlled by password protection. Contractor shall establish procedures to ensure that the target State Data cannot be extracted from a computer file or database by unauthorized individuals. Contractor shall maintain all printouts, discs, or other physical products containing student-level State Data in locked cabinets, file drawers, or other secure locations when not in use. Contractor shall, under supervision of the State, destroy the State Data provided to Contractor, including all copies, whether in electronic or hard copy form, when the services are completed or this Agreement is terminated, whichever occurs first.

5. Restrictions on Use

Contractor shall not use the State Data for any purpose not expressly permitted in this Agreement. Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party any student-level State Data or information in any form whatsoever or under any circumstances which would directly or indirectly makes a student's identity traceable.

6. Indemnification

Contractor shall defend, indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of State Data, except to the extent that they are due to the fault or negligence of the State.

Contractor shall defend, indemnify and hold harmless any LEA and any and all of the LEA's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the collection, transfer, keeping or securing of State Data, except to the extent that they are due to the fault or negligence of the LEA.

7. Ownership

Any State Data delivered or transmitted to the Contractor by the State is the property of the State, and shall, upon request, be destroyed by Contractor.

Any data delivered or transmitted to the Contractor by an LEA is the property of the LEA, and shall, upon request, be destroyed by Contractor.

No records, reports, documents, materials or products created or developed under this contract can be distributed to third parties.

8. Security Audits

Pursuant to in La. R.S. 17:3914, the Contractor shall permit security audit checks pertaining to Contractor's security and usage of student data. Contractor shall cooperate with all security audits. Access shall be made available upon reasonable advance notice, no more than once per year, during Contractor's regular business hours at Contractor's business premises to Contractor's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Contractor and Contractor's employees pertaining to this Agreement. No person or entity will access PII except as authorized by law.

9. Security Breach

As used in this Agreement "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of Student Data.

Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches. Contractor shall also take commercially reasonable steps, in accordance with industry standards, to immediately mitigate any security breach and prevent any further security breach at Contractor's expense in accordance with standard industry practices and applicable law.

Contractor shall:(i) provide the State and LEA with the name and contact information for an employee of Contractor who shall serve as the State's and LEA's primary security contact and shall be available to assist State in the event of a Security Breach twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues and fulfilling obligations associated with a Security Breach; (ii) immediately notify the State and LEA via email, SMS text, or a phone call to the State and LEA contacts which have been provided to the Contractor once the Contractor reasonably confirms a Security Breach.

Immediately following Contractor's notification to the State and LEA of a Security Breach, Contractor shall investigate the Security Breach. Contractor agrees to reasonably cooperate with State and LEA in their handling of the matter, including providing any notices to persons or organizations affected by the security breach as required by law.

10. Term of Agreement

This Agreement shall begin on March 1 2022 and shall terminate on March 1 2027. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by one party for appropriate action by the other party.

11. Termination for Convenience

Either party may terminate this Agreement at any time by giving the other party and all LEAs 60 days written notice of such termination.

12. Assignment of Contract

Neither party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party. Nothing in this provision shall preclude the Contractor from subcontracting with third parties to perform work contemplated herein; however, the Contractor is responsible for ensuring that any such subcontractor(s) adhere to, and agree to be bound by, all provisions of this agreement, and that any contract with such subcontractor(s) shall explicitly make such subcontractor subject to the audit provisions contained herein.

13. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Exclusive jurisdiction and venue for any and all suits between the LEA and Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the appropriate Louisiana State District Court, in the Parish in which the LEA is domiciled.


Exclusive jurisdiction and venue for any and all suits among the Contractor, the State, and one or more LEAs arising out of, or related to, this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

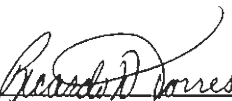
14. Survival

Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. Contractor's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until Contractor has fully complied with its obligation to destroy data as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of First Day of March, 2022



Dr. Cade Brumley
State Superintendent of Education



Contractor

Riccardo Torres
President
National Student Clearinghouse