

**YOUR SCHOOL DISTRICT LEGAL NAME
CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT dated as of _____, (the “Agreement”) by and between **YOUR SCHOOL DISTRICT NAME, COUNTY AND STATE** (the “District”) and **VENDOR**, and its subcontractors and agents (the “Service Provider”).

RECITALS:

- A.** In the providing services to the District, Service Provider may have access to confidential records, data and information concerning students and employees of the District.
- B.** Service Provider agrees all records, data and information of the District to which it has access is to remain confidential and shall not be disclosed by Service Provider.
- C.** Service Provider agrees to comply with requirements of The Family Educational Rights and Privacy Act, other relevant federal and State of North Dakota privacy laws and the terms of this Agreement.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. COVERED DATA AND INFORMATION.** All records, information and data of the District to which Service Provider has access are covered by the terms of this Agreement and are hereafter referred to as “CDI”. CDI includes, but is not limited to, all paper and electronic student education records, information and data supplied by the District as well as any such records, information and data provided by students of the District, and all personal identifiable records, information and data concerning employees of the District.
- 2. ACCESS TO CDI.** Service Provider hereby acknowledges that the Service Provider has access to the CDI.
- 3. CONFIDENTIALITY OF CDI.** Service Provider agrees to hold the CDI in strict confidence. Service Provider shall not use or disclose the CDI received from or on behalf of the District except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the District. Service Provider agrees that it will protect the CDI it receives from or on behalf of the District according to commercially acceptable standards and no less rigorously than it protects its own confidential information.
- 4. RETURN OR DESTRUCTION OF CDI.** Upon termination, cancellation, expiration or other conclusion of the work or services provided to the District by Service Provider, Service Provider shall return all CDI to the District. If return of the CDI is not feasible, Service Provider shall destroy any and all CDI and represent, in writing to the District that it has destroyed all CDI and no longer has any CDI in its possession or control.
- 5. SECURITY OF ELECTRONIC INFORMATION.** Security Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures

to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the District or its students or employees. These security measures shall be extended by contract to all subcontractors and third parties used by Service Provider. Service Provider shall:

- (a) Protect and maintain the confidentiality of passwords used to access CDI;
- (b) Notify the District when Service Provider's access to CDI is no longer necessary;
- (c) Notify the District with the identity of all subcontractors or other third party with access to the CDI through or on behalf of Service Provider, the level of such access and any subsequent changes in such access; and
- (d) Notify the District when a subcontractor or third party no longer will have access to the CDI and confirm, in writing, that the subcontractor or third party has no CDI in its possession and no longer has access to the CDI.

6. REPORTING OF DISCLOSURE OF MISUSE OF CDI. Service Provider shall, within one day of discovery, report to the District any use or disclosure of CDI not authorized by this Agreement or in writing by the District. Service Provider's report shall identify:

- (a) The nature of the unauthorized use or disclosure;
- (b) The CDI used or disclosed;
- (c) The identity of the person or entity who made the unauthorized use or received the unauthorized disclosure;
- (d) What Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- (e) What corrective action Service Provider has taken or shall take to prevent further similar unauthorized use or disclosure.

Service Provider shall provide such other information, including a written report, as reasonably requested by the District.

7. INDEMNITY. Service Provider shall defend and hold the District, its Board Members, officers, agents and employees, harmless from all claims, liabilities, damages or judgments involving a third party, including the District's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Agreement.

8. REMEDIES. If the District determines in good faith that Service Provider has materially breached any of its obligations under this Agreement, the District, in its sole discretion, shall have the right to require Service Provider to submit to a plan of monitoring and reporting; provide Service Provider with a fifteen (15) day period to cure the breach; or immediately terminate the work or services of Service Provider for the District. Prior to exercising any of these options, the District shall provide written notice to Service Provider describing the violation and the action the District intends to take.

9. MISCELLANEOUS. The provisions of this Agreement shall survive the termination, cancellation or completion of all work, services, performance or obligations by Service Provider

to the District. This Agreement shall be binding upon the parties hereto, their officers, employees and agents. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its authorized parties on its behalf.

YOUR SCHOOL DISTRICT NAME

By _____

Its:

VENDOR

By _____

Its: _____